

LEASE NO. GS-04P-LSC00874

Global Lease
GSA FORM L100 (10/2018)

This Lease is made and entered into between

Rooker Properties, LLC

(Lessor), whose principal place of business is 445 Bishop Street, Suite 200, Atlanta, GA 30318-4303, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

100 Caughman Farm Lane, Lexington, SC 29072-7342

and more fully described in Section 1 and Exhibit A and B, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

20 Years, 20 Years Firm, One 5 Year Renewal Option

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR
(b) (6)

Name: John Braswell

Title: Senior Vice President

Entity Name: Rooker Properties, LLC

Date: 2/11/2020

FOR THE GOVERNMENT
(b) (6)

Name: Quo Vadis Hopkins

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 2/12/2020

(b) (6) SIGNED FOR LESSOR BY:

Name: Philip Perry

Title: Vice President

Date: 2/11/2020

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

- A. Office and Related Space: 86,940 rentable square feet (RSF), yielding 77,874 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st and 2nd floor(s) and known as Suite(s) 100, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B.
- B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as 11.6419 percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.
- C. Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: 267 parking spaces as depicted on the plan attached hereto as Exhibit C, reserved for the exclusive use of the Government, of which 150 shall be structured/inside parking spaces, and 117 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (OCT 2017)

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

FIRM TERM YEARS 1-20	
ANNUAL RENT	
SHELL RENT ¹	(b) (4)
OPERATING COSTS ²	
TENANT IMPROVEMENTS RENT ³	
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	
PARKING ⁵	
TOTAL ANNUAL RENT	\$3,525,069.21

¹Shell rent calculation:

(b) (4)

- B. Parking shall be provided at a rate of \$0.00 per parking space per month (structured/inside), and \$0.00 per parking space per month (surface/outside).

- C. INTENTIONALLY DELETED

D. In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital (BSAC) for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

E. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 77,874 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

F. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

G. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

H. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

I. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

J. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)

A. Savills Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the Lessor and Broker. Only (b) (4) of the Commission will be payable to Savills Inc. with the remaining (b) (4) which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment	(b) (4)	minus prorated Commission Credit of (b) (4)	adjusted 1 ST Month's Rent.*
Month 2 Rental Payment	[REDACTED]	minus prorated Commission Credit of [REDACTED]	adjusted 2 ND Month's Rent.*
Month 3 Rental Payment	[REDACTED]	minus prorated Commission Credit of [REDACTED]	adjusted 3 RD Month's Rent.*
Month 4 Rental Payment	[REDACTED]	minus prorated Commission Credit of [REDACTED]	adjusted 4 TH Month's Rent.*
Month 5 Rental Payment	[REDACTED]	minus prorated Commission Credit of [REDACTED]	adjusted 5 TH Month's Rent.*
Month 6 Rental Payment	[REDACTED]	minus prorated Commission Credit of [REDACTED]	adjusted 6 TH Month's Rent.*
Month 7 Rental Payment	[REDACTED]	minus prorated Commission Credit of [REDACTED]	adjusted 7 TH Month's Rent.*
Month 8 Rental Payment	[REDACTED]	minus prorated Commission Credit of [REDACTED]	adjusted 8 TH Month's Rent.*
Month 9 Rental Payment	[REDACTED]	minus prorated Commission Credit of [REDACTED]	adjusted 9 TH Month's Rent.*
Month 10 Rental Payment	[REDACTED]	minus prorated Commission Credit of [REDACTED]	adjusted 10 TH Month's Rent.*
Month 11 Rental Payment	[REDACTED]	minus prorated Commission Credit of [REDACTED]	adjusted 11 TH Month's Rent.*
Month 12 Rental Payment	[REDACTED]	minus prorated Commission Credit of [REDACTED]	adjusted 12 TH Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 TERMINATION RIGHTS (OCT 2016)

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than 60 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (OCT 2016)

- A. This Lease may be renewed at the option of the Government for a term of **5 YEARS** at the following rental rate(s):

OPTION TERM, YEARS 1-5	
SHELL RENTAL RATE	ANNUAL RENT
OPERATING COSTS	ANNUAL RATE / RSF (b) (4) OPERATING COST BASE SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.

provided notice is given to the Lessor at least **60** days before the end of the original Lease term or any extension thereof; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

- B. Termination rights outlined in the "Termination Rights" paragraph apply to all renewal terms.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2018)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	EXHIBIT
SITE PLAN / RENDERING	A
FLOOR PLAN(S)	B
PARKING PLAN(S)	C
AGENCY REQUIREMENTS	D
SECURITY REQUIREMENTS (b) (7)	E
GSA FORM 3517B GENERAL CLAUSES	F
SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PREAWARD COMMITMENT	G
DOL Wage Determination	H
ATTACHMENT 1 – SECTION 889 REPRESENTATION	I
ATTACHMENT 2 – GENERAL CLAUSE ADDENDUM – SECTION 889	J
RLP AMENDMENTS 1-4	K

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

- A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is **(b) (4)** per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 6.00 percent.

- B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

- C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

- D. If it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	(b) (4)
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is [REDACTED] per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for (b) (7)(F). This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of (b) percent.

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. Negotiate an increase in the rent.

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2018)

A. As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 100 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 86,940 RSF by the total Building space of 86,940 RSF. The tax parcel number is 004300-01-018.

B. All relevant tax adjustment documentation (e.g., copies of paid tax receipts, invoices) must be submitted online via the GSA Real Estate Tax Portal at RET.GSA.GOV.

1.13 REAL-ESTATE-TAX-BASE (SEP 2013) INTENTIONALLY DELETED

1.14 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$8.94 per RSF.

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$3.50 per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage":

- \$100.00 per hour per zone
- No. of zones: 1
- \$100.00 per hour for the entire Space.

B. INTENTIONALLY DELETED

1.17 ADJUSTMENT FOR REDUCED SERVICES (OCT 2018)

This Lease provides for normal hours of operation as outlined under Lease Paragraph 6.01, Provision of Services, Access, and Normal Hours. In the event the Government requires the following normal hours of operations: 6:00 AM to 7:00 PM, Monday through Friday, with the exception of Federal holidays, the rental rate and the base for operating cost adjustments will be reduced by \$0.00 per ABOA SF, adjusted to include any CPI adjustment as outlined under Lease paragraph entitled Operating Costs Adjustment. This reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Lease expires or is terminated.

1.18 BUILDING IMPROVEMENTS (MAR 2016)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. Construct Building Shell and site improvements as depicted in Exhibits A and B attached.

1.19 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

1.20 LESSOR'S DUNS NUMBER (OCT 2017)

Lessor's Dun & Bradstreet DUNS Number: (b) (4)

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. **Appurtenant Areas.** Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. **Broker.** If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. **Building.** Building(s) situated on the Property in which the Premises are located.
- D. **Commission Credit.** If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. **Common Area Factor.** The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF - 10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. **Contract.** "Contract" shall mean this Lease.
- G. **Contractor.** "Contractor" shall mean Lessor.
- H. **Days.** All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. **FAR.** All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. **Firm Term/Non-Firm Term.** The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. **GSAR.** All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. **Lease Term Commencement Date.** The date on which the lease term commences.
- M. **Lease Award Date.** The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. **Premises.** The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. **Property.** Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. **Rentable Space or Rentable Square Feet (RSF).** Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.
- Q. **Space.** The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. **Office Area.** For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. **Working Days.** Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (OCT 2018)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 PAYMENT OF BROKER (JUL 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 CHANGE OF OWNERSHIP (OCT 2018)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM. In addition, the Transferee must also complete a Foreign Ownership and Financing Representation.

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall not commence until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F..

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. **Purpose:** This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. **Definitions:** The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. **Adjustment for changes in Real Estate Taxes.** After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real

Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)

- A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.
- B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space.
- C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

- A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.
- B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.
- C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

B. Within 30 days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.

2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.

3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.

2. Issuance of required permits for construction of the TIs.

2.11 RELOCATION ASSISTANCE ACT (APR 2011) INTENTIONALLY DELETED

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (OCT 2016)

If the Lessor proposes to satisfy the requirements of this Lease through the construction of a new Building or the complete rehabilitation or reconstruction of an existing Building, and the Government will be the sole or predominant tenant such that any other use of the Building will be functionally or quantitatively incidental to the Government's use and occupancy, the following FAR clauses shall apply to all work (including shell and TIs) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the LCO. Full text versions are also available at [HTTPS://WWW.ACQUISITION.GOV/?Q=BROWSEFAR](https://www.acquisition.gov/?q=browsifar).

- 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
- 52.222-5 Construction Wage Rate Requirements - Secondary Site of the Work
- 52.222-6 Construction Wage Rate Requirements
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination—Debarment
- 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 ENVIRONMENTALLY PREFERABLE PRODUCT REQUIREMENTS (OCT 2017)

- A. The Lessor must provide environmentally preferable products as detailed throughout individual paragraphs of this Lease.
- B. When individual paragraphs of this Lease do not contain specific requirements for environmentally preferable products, the Lessor must provide products meeting at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at [WWW.SFTOOL.GOV/GREENPROCUREMENT](http://www.sftool.gov/greenprocurement) to determine whether any of these criteria are applicable for a product category.
- C. The Lessor, if unable to comply with the environmentally preferable products requirements above, must submit a waiver request for each material within the TI pricing submittal. The waiver request shall be based on the following exceptions:
 1. Product cannot be acquired competitively within a reasonable performance schedule.
 2. Product cannot be acquired that meets reasonable performance requirements.
 3. Product cannot be acquired at a reasonable price.
 4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

- A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.05 CONSTRUCTION WASTE MANAGEMENT (OCT 2017)

- A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B. **SUBMITTAL REQUIREMENT:** Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility: Ceiling grid and tile, light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs, duct work and HVAC equipment, wiring and electrical equipment, aluminum and/or steel doors and frames, hardware, drywall, steel studs, carpet, carpet backing, and carpet padding, wood, insulation, cardboard packaging, pallets, windows and glazing materials, all miscellaneous metals (as in steel support frames for filing equipment), and all other finish and construction materials.

D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

E. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

F. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.06 WOOD PRODUCTS (OCT 2016)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States ([HTTPS://US.FSC.ORG/EN-US](https://us.fsc.org/en-us)), or the Sustainable Forestry Initiative ([HTTP://WWW.SFIPROGRAM.ORG/](http://www.sfiprogram.org/)).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at [HTTP://WWW.WOOD-DATABASE.COM/WOOD-ARTICLES/RESTRICTED-AND-ENDANGERED-WOOD-SPECIES/](http://www.wood-database.com/wood-articles/restricted-and-endangered-wood-species/) or [HTTPS://WWW.FWS.GOV/INTERNATIONAL/PLANTS/CURRENT-CITES-LISTINGS-OF-TREE-SPECIES.HTML](https://www.fws.gov/international/plants/current-cites-listings-of-tree-species.html).

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.07 ADHESIVES AND SEALANTS (OCT 2017)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement), as well as the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.08 BUILDING SHELL REQUIREMENTS (OCT 2016)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

3.09 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

3.10 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

During the life of the Lease the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

3.11 VESTIBULES (APR 2011)

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

A. Existing vestibules shall remain in place at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. Existing grilles and grates shall remain in place to control dirt and particulates from entering the Building at all primary exterior entryways.

3.12 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.14 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.15 ENERGY INDEPENDENCE AND SECURITY ACT (NOV 2018)

A. Energy-related Requirements:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

b. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and
(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

- I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
- II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
- III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. If this Lease was awarded to an existing Building that was unable to earn the ENERGY STAR® label for the most recent year (as defined above) during EPA's temporary suspension in the issuance of ENERGY STAR® labels, then the Lessor must earn the ENERGY STAR® label prior to

acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease), subject to a time extension as described under sub-paragraph A.6 below.

5. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

6. Notwithstanding the post-award timeframes specified above for achieving the ENERGY STAR® label, the LCO shall grant an additional time extension to the Lessor in instances where the Lessor is unable to obtain an ENERGY STAR® label due to EPA's review and temporary suspension in certification, provided the Lessor has demonstrated, to the satisfaction of the LCO, that such suspension delayed their ability to obtain the ENERGY STAR® label in a timely manner. Such time extension, which shall be the Lessor's sole remedy, shall not exceed the length of time associated with the EPA suspension for the affected property category.

B. Hydrology-related Requirements:

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

a. For the purposes of applying EISA Section 438 in this lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.16 ELEVATORS (OCT 2016)

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.17 BUILDING DIRECTORY (APR 2011) INTENTIONALLY DELETED

3.18 FLAGPOLE (SEP 2013)

If the Government is the sole occupant of the Building, three (3) flagpoles shall be provided at a location to be approved by the LCO. The flag of the United States of America and the State of South Carolina will be provided by the Lessor, as part of shell rent, and replaced at all times during the Lease term when showing signs of wear.

3.19 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.20 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.21 CEILINGS (OCT 2017)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 8 feet and 6 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.

2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or an equivalent pre-approved by the LCO. Newly installed tiles or panels shall meet at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at <HTTPS://SFTOOL.GOV/GREENPROCUREMENT>.

3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

E. For ceiling installations in new lease construction projects, tiles or panels (for restrooms, offices, conference rooms, corridors, and eating/gallery areas) must comply with the following environmental standards: a) California Section 01350 standard for low-VOC materials; b) recyclable in a closed loop process; c) USDA Certified Biopreferred; and d) Environmental Product Declaration (EPD) available.

3.22 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.23 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.24 WINDOWS (APR 2011)

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.25 PARTITIONS: GENERAL (APR 2015)

Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.26 PARTITIONS: PERMANENT (APR 2015)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.27 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.28 WALL FINISHES – SHELL (SEP 2015)

- A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.
- B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.29 PAINTING – SHELL (OCT 2017)

- A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with a primer that meets or is equivalent to the Green Seal GS-11 standard. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.
- B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.30 FLOORS AND FLOOR LOAD (APR 2015)

- A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.
- B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.
- C. For new lease construction projects, concrete material must have recycled content in the form of at least 25% fly ash or at least 15% ground granulated blast-furnace (GGBF) slag.

3.31 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

- A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.
- B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.
- C. Any alternate flooring must be pre-approved by the LCO.

D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.32 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.33 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.34 ELECTRICAL (JUN 2012)

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.35 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)

If the Government pays separately for electricity, no more than 500 SF of office Space may be controlled by one switch or automatic light control for all office Space on the Government meter, whether through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the LCO.

3.36 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.37 DRINKING FOUNTAINS (OCT 2018)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

3.38 RESTROOMS (OCT 2016)

A. If this Lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED NUMBER OF EACH GENDER PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

B. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.39 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2016)

The specifications listed under sub-paragraphs A through C apply for:

1. New installations of plumbing fixtures,
 2. Replacement of existing plumbing fixtures, or
 3. Existing non-conforming fixtures where the Government occupies the full floor.
- A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.
- B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at <HTTP://WWW.EPA.GOV/WATERSENSE/>.

3.40 JANITOR CLOSETS (SEP 2015)

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.41 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)

- A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.
- B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

D. **Ductwork Re-use and Cleaning.** Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

F. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the current edition of ANSI/ASHRAE Standard 62.1. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).

G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

H. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:

1. An automatic air or water economizer cycle shall be provided to all air handling equipment, and

2. The Building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

3.42 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)

A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.43 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

3.44 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2016)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. **INTERIOR FIXTURES:** High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. **LIGHTING LEVELS:** Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. **POWER DENSITY:**

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. **DAYLIGHTING CONTROLS:** If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.

E. **OCCUPANCY/VACANCY SENSORS:** The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shutdown the building at the end of the workday.

F. **BUILDING PERIMETER (SEE AGENCY SPECIAL REQUIREMENTS SECTION 7.18 FOR ADDITIONAL INFORMATION):**

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. **PARKING STRUCTURES:** The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. **PARKING SENSORS:** If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. **EXTERIOR POWER BACKUP:** Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

3.45 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. **Reverberation Control.** Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0..85. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. **Ambient Noise Control.** Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

C. **Noise Isolation.** Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40

Offices: NIC 35

D. **Testing.** The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.46 SECURITY-FOR-NEW-CONSTRUCTION-(NOV-2005) INTENTIONALLY DELETED

3.47 SEISMIC-SAFETY-FOR-NEW-CONSTRUCTION-(SEP-2012)

3.48 FIRE-PROTECTION-FOR-NEW-CONSTRUCTION-(APR-2015)INTENTIONALLY DELETED

3.49 GREEN-BUILDING-RATING-CERTIFICATION-FOR-NEW-CONSTRUCTION-(OCT-2016)INTENTIONALLY DELETED

3.50 GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016) INTENTIONALLY DELETED

3.51 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2017)

A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

D. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

E. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
2. No permanent diffusers are used;
3. No plenum type return air system is employed;
4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

F. Flush-Out Procedure:

1. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.

2. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.

3. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4,270 liters of outdoor air per square meter) has been delivered to the space.

3.52 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

3.53 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)

A. Environmental Due Diligence

Lessor is responsible for performing all necessary "response" actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all "recognized environmental conditions," as that term is defined in ASTM Standard E1527-13, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

B. National Environmental Policy Act

The National Environmental Policy Act regulations provide for analyzing proposed major federal actions to determine if there are ways to mitigate the impact of the proposed actions to avoid, minimize, rectify, reduce, or compensate for environmental impacts associated with such actions. Where the Government has determined that any or all of these mitigation measures should be or must be adopted to lessen the impact of these proposed actions,

Lessor must incorporate all mitigation measures identified and adopted by the Government in the design and construction drawings and specifications. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease are the sole responsibility of Lessor.

3.54 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)

A. Where a Memorandum of Agreement or other pre-award agreement concluding the Section 106 consultation includes mitigation, design review or other continuing responsibilities of the Government, Lessor must allow the Government access to the Property to carry out compliance activities. Compliance may require excavation for artifact recovery, recordation and interpretation. For Tenant Improvements and other tenant-driven alterations within an existing historic building, new construction or exterior alterations that could affect historic properties, compliance also may require on-going design review. In these instances, Lessor will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the *GSA Qualifications Standards for Preservation Architects*. These standards are available at: <HTTP://WWW.GSA.GOV/HISTORICPRESERVATION>>Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties. GSA is responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party.

B. Compliance requirements under Section 106 apply to all historic property alterations and new construction, regardless of the magnitude, complexity or cost of the proposed scope of work.

C. The costs for development of design alternatives and review submittals for work required under the Lease are the sole responsibility of Lessor. In addition, building shell costs relating to such design alternatives are the sole responsibility of Lessor and must be included in the shell rent. Such costs may be offset by federal, state or local preservation tax benefits. Lessor is encouraged to seek independent financial and legal advice concerning the availability of these tax benefits.

3.55 DESIGN-EXCELLENCE—LEASE (OCT 2016)INTENTIONALLY DELETED

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2017)

Design and construction activities for the Space shall commence upon Lease award.

A. **Design Intent Drawing (DID) Workshop:** In conjunction with the Government, the Lessor shall commit as part of shell costs to a 4-day DID workshop tentatively scheduled to begin 20 Working Days after Award at the office of the Lessor's architect or an alternate location agreed to by the Government. The architect will provide full design services so that the DIDs can be completed during this conference.

B. **DIDs.** For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). A full DID set must include the following elements:

Level 1 (included in shell rent):

1. Cover Sheet;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Power/Communication (Electrical) Plan;
5. Furniture Plan; and
6. Finish Plan.

Level 2 (reimbursable):

After Lease Award, the Government may request the Lessor to submit a separate price proposal to provide Level 2 DIDs in addition to the Level 1 DIDs which are already priced as part of the shell rent. If requested, Level 2 DIDs must include the following Level 2 elements:

1. Reflected Ceiling Plan;
2. Interior Elevations;
3. Interior Sections;
4. Partition Type/ Section Plan; and
5. Door/Hardware Schedule

At the DID workshop, the Lessor shall provide a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. The finish options shall be approved by the Government at the DID workshop. The Lessor may not make any substitutions after the finish option is selected.

C. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease and the client agency build-out requirements as they apply to the Space. The Government will provide formal approval of DIDs in writing 90 Working Days from the conclusion of the DID workshop.

D. **The Lessor's preparation and submission of construction documents (CDs):** The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than 140 Working Days following the approval of DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within 10 Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. **Government review of CDs:** The Government shall have 15 Working Days to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. **The Lessor's preparation and submission of the TI price proposal:** The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within 15 Working Days following the end of the Government CD review period.

G. **The Lessor's preparation and submission of the BSAC price proposal:** The Lessor shall prepare and submit a complete BSAC price proposal in accordance with this Lease within 15 Working Days following the end of the Government CD review period.

H. **Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP):** The Government shall issue NTP within 20 Working Days following the submission of the TI and BSAC price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

- I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than 180 Working days following issuance of NTP.

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2016)

A. The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described below) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

B. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15-403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

C. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

D. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

E. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table Master format cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.

F. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

G. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

H. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

4.04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)

The Lessor's BSAC price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals. The pricing shall be submitted using the Security Unit Price List (SecUP).

4.05 GREEN LEASE SUBMITTALS (OCT 2017)

The Lessor shall submit to the LCO:

- A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs, if applicable.
- B. SDS or other appropriate documents upon request for products listed in the Lease. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.

- C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.
- D. Any waiver needed when not using materials from the Green Procurement Compilation list of acceptable products in accordance with the "Environmentally Preferable Product Requirements" paragraph in the Lease.
- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.
- F. Construction waste management plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.
- G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs, if applicable, to be reflected on the CD submission.
- H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.
- I. A written commissioning plan submitted to the LCO prior to the completion of DIDs, if applicable, that includes:
 - 1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
 - 2. A description of how commissioning requirements will be met and confirmed.
- J. INTENTIONALLY DELETED
- K. If renewable source power is purchased, documentation within 9 months of occupancy.

4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 15 Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within 15 Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.07 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of 10 Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

4.08 CONSTRUCTION INSPECTIONS (SEP 2015)

- A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.
- B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)

- A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.12 AS-BUILT DRAWINGS (OCT 2017)

Not later than 60 days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

4.13 LIQUIDATED DAMAGES (JUN 2012)

In case of failure on the part of the Lessor to complete the work within the time fixed in the Lease, the Lessor shall pay the Government all actual damages incurred by the Government for the time-period that delivery is delayed beyond the date specified for delivery of all the Space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this Lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay.

4.14 SEISMIC RETROFIT (SEP 2013)

The following requirements apply to Leases requiring seismic retrofit:

A. The Lessor shall provide a final construction schedule, all final design and construction documents for the seismic retrofit, including structural calculations, drawings, and specifications to the Government for review and approval prior to the start of construction. When required by local building code, a geotechnical report shall be made available to the Government.

B. The Lessor's registered civil or structural engineer shall perform special inspections to meet the requirements of Chapter 17 of the International Building Code (IBC).

C. For Leases requiring seismic retrofit, the Space will not be considered substantially complete until a Seismic Form E - Certificate Of Seismic Compliance - Retrofitted Building, certifying that the Building meets the Basic Safety Objective of ASCE/SEI 41, executed by a registered civil or structural engineer, has been delivered to the LCO.

4.15 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax)
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;

4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

5.02 TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015) INTENTIONALLY DELETED

5.03 FINISH SELECTIONS (SEP 2015) INTENTIONALLY DELETED

5.04 WINDOW COVERINGS (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

NOTE: All windows, interior and exterior, shall be equipped with horizontal window blinds, unless specifically noted otherwise. Vertical blinds will not be permitted. Blinds must be opaque and shall not be permitted to have any perforations.

5.05 DOORS: SUITE ENTRY (SEP 2013)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish with no formaldehyde.

NOTE: Additional information regarding doors and door hardware can be found in the Agency Special Requirements.

5.06 DOORS: INTERIOR (SEP 2013)

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.07 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.08 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.09 PARTITIONS: SUBDIVIDING (SEP 2015)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

E. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

5.10 WALL FINISHES (JUN 2012)

If the Government chooses to install a wall covering, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

5.11 PAINTING – TI (OCT 2017)

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to the Government.

B. The Lessor shall provide interior paints, primers, coatings, stains, and sealers that meet or are equivalent to the Green Seal GS-11 standard that incorporates environmental, health, and performance criteria.

C. The Lessor shall use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

5.12 FLOOR COVERINGS AND PERIMETERS (OCT 2017)

A. Carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.

C. Any alternate flooring shall be pre-approved by the Government.

D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. Floor covering and perimeter products must meet at least one of the environmentally preferable criteria within the non-federal, multi-attribute standards and ecolabels categories, as outlined under the Green Procurement Compilation at WWW.SFTOOL.GOV/GREENPROCUREMENT.

2. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

3. Performance requirements for broadloom and modular tile:

- a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
- b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.

ASTM E-648 for glue down installation.
c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

NOTE: Testing must be performed in a NVLAP accredited laboratory.

4. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors and lobbies. The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

5. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

6. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.13 HEATING AND AIR CONDITIONING (JUN 2012)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

5.17 DATA DISTRIBUTION (JUN 2012)

The Lessor shall be responsible for the cost of purchasing and installing data cable as part of the TI. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Government shall be responsible for the cost of purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.19 LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)

A. FIXTURES: Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking – Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. PENDANT STYLE FIXTURES: If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

C. MIXED FIXTURES: DIDs, if applicable, may require a mixed use of recessed or pendant style fixtures in the Space.

D. BUILDING PERIMETER: There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as 6:00 AM to 7:00 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011) INTENTIONALLY DELETED

6.04 UTILITY CONSUMPTION REPORTING (OCT 2016)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter in the Environmental Protection Agency (EPA) Portfolio Manager online tool <HTTPS://WWW.ENERGYSTAR.GOV/>. Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: www.gsa.gov/ucr)

6.05 HEATING AND AIR CONDITIONING (OCT 2018)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. Please see Agency Special Requirements for a detailed list of Agency LAN room functions. The ABOA SF of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The peak BTU output of this room is established in the Agency Special Requirements. The temperature of this room shall be maintained at 72 degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

H. In addition to the server room requirements stated above, the following areas shall receive HVAC at all times:

Please see the Agency Special Requirements for a detailed list of the areas within the Premises that require 24/7 HVAC operation.

I. The 24 hour, 365 days a year HVAC service(s) stated above shall be provided by the Lessor as part of the operating rent established under the Lease.

6.06 OVERTIME HVAC USAGE (OCT 2018)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is \$3,500 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$3,500 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.07 JANITORIAL SERVICES (JUN 2012)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.

I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

J. Every two years. Shampoo carpets in all offices and other non-public areas.

K. Every five years. Dry clean or wash (as appropriate) all draperies.

L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

*Refer to Exhibit D Section 3.01.C for additional personnel security clearance requirements.

6.08 SELECTION OF CLEANING PRODUCTS (OCT 2016)

The Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that comply with either the Green Seal standard, the UL/EcoLogo standard, EPA's Safer Choice designation, or a substitute acceptable to the LCO. Hand soap products shall also be USDA Certified BioPreferred.

6.09 SELECTION OF PAPER PRODUCTS (APR 2015)

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) conforming to the Green Seal Standard (GS-1), or a substitute acceptable to the LCO.

6.10 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.
2. Lessor shall perform cyclical repainting of the Space every 10 years (NOT INCLUDING YEAR 20 OF THE TERM) of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears or tripping hazards are present.

2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base coving in the Space every 10 years (NOT INCLUDING YEAR 20 OF THE TERM), with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M-11-11, and Federal

Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

*Refer to additional security clearance for contractors outlined in Exhibit D.

6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.17 LANDSCAPING (OCT 2016)

A. Landscape management practices shall prevent pollution by:

1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. Composting/recycling all yard waste.

B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, [HTTPS://WWW.EPA.GOV/SMM/COMPREHENSIVE-PROCUREMENT-GUIDELINE-CPG-PROGRAM](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program)

C. If the Lessor satisfies performance of this Lease by new construction, and where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

6.18 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.19 RECYCLING (JUN 2012)

A. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

B. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.

C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.21 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (OCT 2017)

This paragraph applies to all recipients of SBU Building information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. **MARKING SBU.** Contractor-generated documents that contain Building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. **AUTHORIZED RECIPIENTS.** Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

C. DISSEMINATION OF SBU BUILDING INFORMATION

1. **BY ELECTRONIC TRANSMISSION.** Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at <https://www.acquisition.gov> that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. **BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES.** Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. **By mail.** Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. **In person.** Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.

3. **RECORD KEEPING.** Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum

a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;

b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;

- c. Contact information for the named individual; and
- d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO.

D. **RETAINING SBU DOCUMENTS.** SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. **DESTROYING SBU BUILDING INFORMATION.** SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at <http://csrc.nist.gov/publications/PubsTC.html#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. **NOTICE OF DISPOSAL.** The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.

G. **INCIDENTS.** All improper disclosures of SBU Building information must be reported immediately to the LCO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. **SUBCONTRACTS.** The Contractor must insert the substance of this paragraph in all subcontracts.

6.22 INDOOR AIR QUALITY (OCT 2016)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm²; mold (see paragraph entitled "Mold"); CO 9 ppm; CO₂ 700 ppm above outdoor air; formaldehyde 0.016 ppm.

B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces

of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.23 RADON IN AIR (OCT 2016)

A. The radon concentration in the air of the Space shall be less than 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space, herein called "GSA action levels."

B. Initial Testing:

1. The Lessor shall:

- a. Test for radon that portion of Space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (Space on the third or higher floor above grade need not be measured);
- b. Report the results to the LCO upon award; and
- c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the GSA action levels.

2. Testing sequence. The Lessor shall measure radon by the standard test in sub-paragraph D.1, completing the test not later than 150 days after award, unless the LCO decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in sub-paragraph D.2.

3. If the Space offered for Lease to the Government is in a Building under construction or proposed for construction, the Lessor, if possible, shall perform the standard test during buildout before Government occupancy of the Space. If the LCO decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

C. Corrective Action Program:

1. Program Initiation and Procedures.

a. If either the Government or the Lessor detects radon at or above the GSA action levels at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the GSA action levels before Government occupancy.

b. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the GSA action levels.

c. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the GSA action levels and certifies the Space for re-occupancy.

d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in Building condition or operation which would affect the program or increase the radon concentration to or above the GSA action levels.

2. The Lessor shall perform the standard test in sub-paragraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in sub-paragraph D.2 to determine whether the Space may be occupied but shall begin the standard test concurrently with the short test.

3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant re-occupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the GSA action levels, the Government may implement a corrective action program and deduct its costs from the rent.

D. Testing Procedures:

1. Standard Test. Place alpha track detectors throughout the required area for 91 or more days so that each covers no more than 2,000 ABOA SF. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.

2. Short Test. Place alpha track detectors for at least 14 days, or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ABOA SF, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

6.24 RADON IN WATER (JUN 2012)

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

6.25 HAZARDOUS MATERIALS (SEP 2013)

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

6.26 MOLD (OCT 2018)

A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph C below.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable mold.

C. Within 72 hours following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified, industrial hygienist or equivalently qualified consultant to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place no later than 15 calendar days following identification of a potential mold issue as described above. The Lessor shall promptly furnish these inspection results to the Government. After all leaks have been identified and corrected, the Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008) and all applicable state laws pertaining to mold remediation practices. Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

6.27 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.28 FLAG DISPLAY (OCT 2016)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Lessor shall register with the Federal Protective Service (FPS) MegaCenter in order to receive notifications regarding when flags shall be flown at half-staff, as determined by Executive Order.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2016)

The Lessor agrees to the requirements of (b) (7)(F) attached to this Lease.

7.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

- 3.18 FLAGPOLE (SEP 2013)
- 3.45 ACOUSTICAL REQUIREMENTS (JUN 2012)
- 3.47 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012)
- 5.04 WINDOW COVERINGS (JUN 2012)
- 5.05 DOORS: SUITE ENTRY (SEP 2013)
- 5.12 FLOOR COVERINGS AND PERIMETERS (OCT 2017)
- 5.17 DATA DISTRIBUTION (JUN 2012)
- 6.05 HEATING AND AIR CONDITIONING (OCT 2018)
- 6.07 JANITORIAL SERVICES (JUN 2012)
- 6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

7.03 ADDENDUM TO GSA FORM 3517B, GENERAL CLAUSES, NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2018) INTENTIONALLY DELETED

7.04 AGENCY SPECIAL REQUIREMENTS EXHIBIT D

Where this RLP conflicts with the Agency's special requirements as outlined in Exhibit D, the requirements in Exhibit D will control.

7.05 AREAS REQUIRING SEPARATE HVAC CONTROL

Approximately 10,417 ABOSAF of space will be used frequently after hours and HVAC system should be designed so that they can be individually controlled. Please refer to Exhibit D for specific room descriptions.

7.06 MAINTENANCE AND REPLACEMENT OF TI/BSAC SPECIALTY EQUIPMENT

Lessor shall routinely maintain specialty TI/BSAC equipment (i.e. generator, fencing, incinerator, hydraulic vehicular barriers of the Lease; however, Lessor shall not be responsible for the cost of replacement of these items after the end of their useful life. The useful life of the specialty TI/BSAC equipment shall be provided by the manufacturer and included in the TI and BSAC price proposals for the Government's review and approval. The useful life of the specialty equipment shall be included in the Government issued NTP.

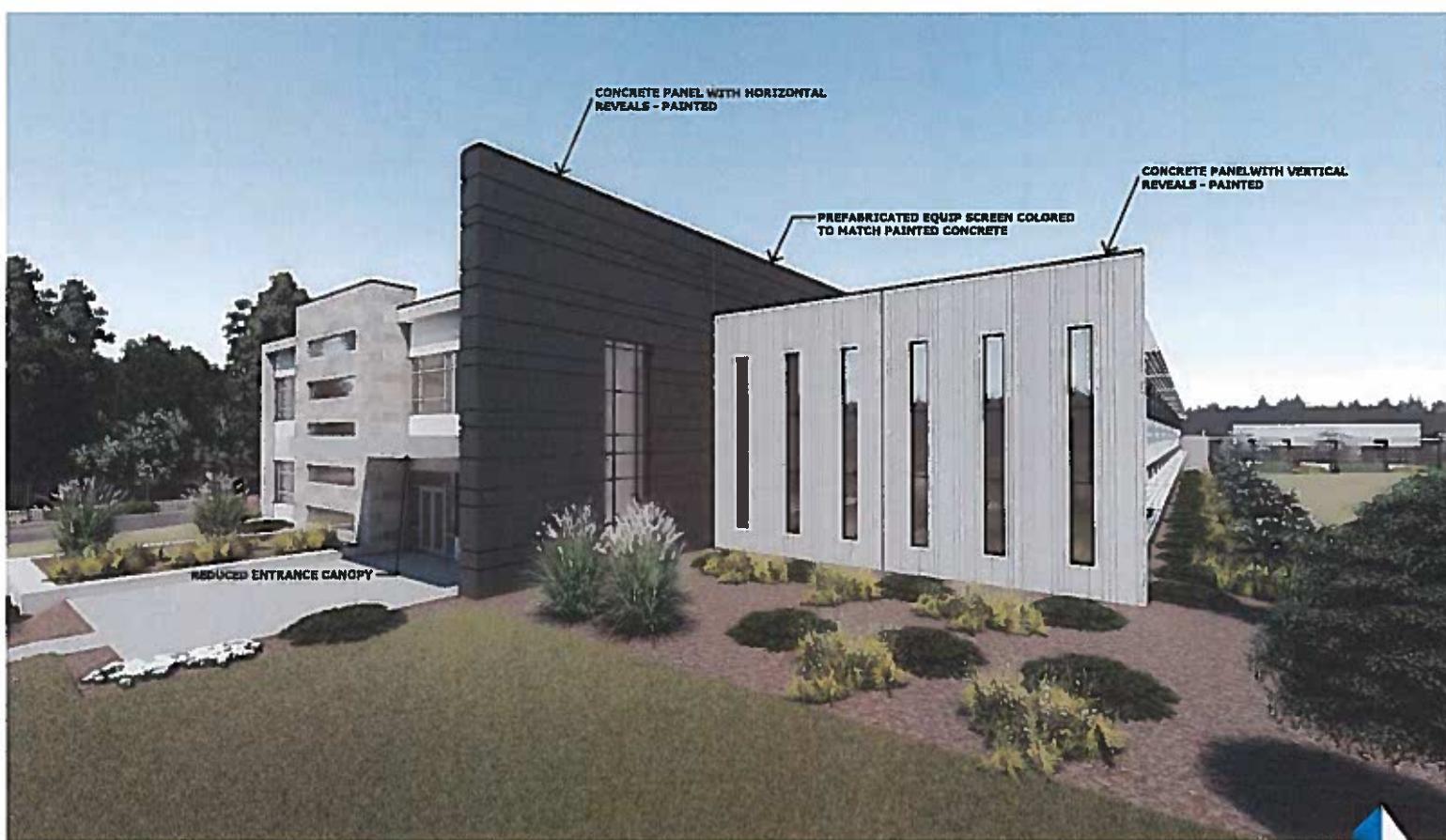
7.07 ADDITIONAL ENVIRONMENTAL SUBMITTALS – GOVERNMENT TERMINATION RIGHT

Lessor commits to providing services and deliverables outlined in and responsive to, Lease Paragraphs 3.53B. and 3.54 and Request for Lease Proposals 6SC0041 Paragraphs 2.11B. and 2.12, after Lease execution at no cost to the Government. In the event Lessor fails to provide such services and/or deliverables within sixty (60) days of the Lease effective date, or the services/deliverables are unsatisfactory to the Government, the Government, at its sole election, may terminate this Lease in its entirety with no penalty or further obligation to Lessor.

The Government at its sole election, may require more detailed studies than those outlined in the reference Paragraphs above. In the event the Government requires more detailed studies, Lessor will engage appropriate professionals to perform the required work at no cost to the Government. Lessor will provide a schedule for the work to be completed. In the event the schedule goes beyond the 60-day time period for submittals, the Government may, at its sole election, exercise its Termination Right under this Clause, or extend the Termination period day-for-day based on Lessor's proposed schedule.

If it is determined that any mitigation measures are required, as described in Lease Paragraphs 3.53B and 3.54 and Request for Lease Proposals 6SC0041 Paragraphs 2.11B. and 2.12, the mitigation measures will become Lease obligations.

EXHIBIT A



 ROOKER

EXTERIOR RENDERING | Alternate View of Entry

3 OCT 2019

(b) (7)(F)

A 31

70-a of 234
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OBRIEN
HEBB
ARCHITECTS
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Juts set



 ROOKER

EXTERIOR RENDERING | Alternate View of Entry

3 OCT 2019

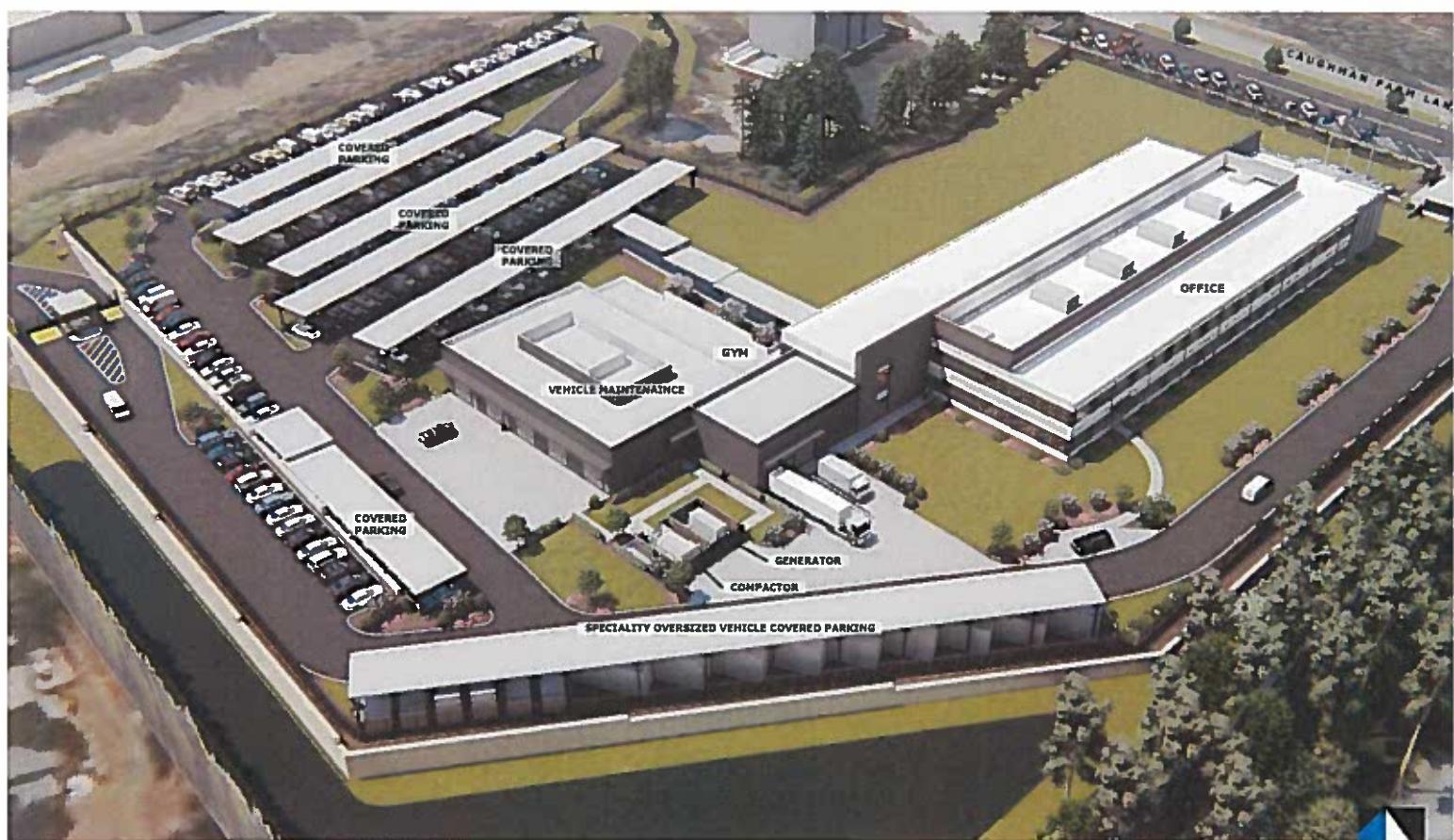
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R
ROOKER

3 OCT 2019

SITE | Aerial View

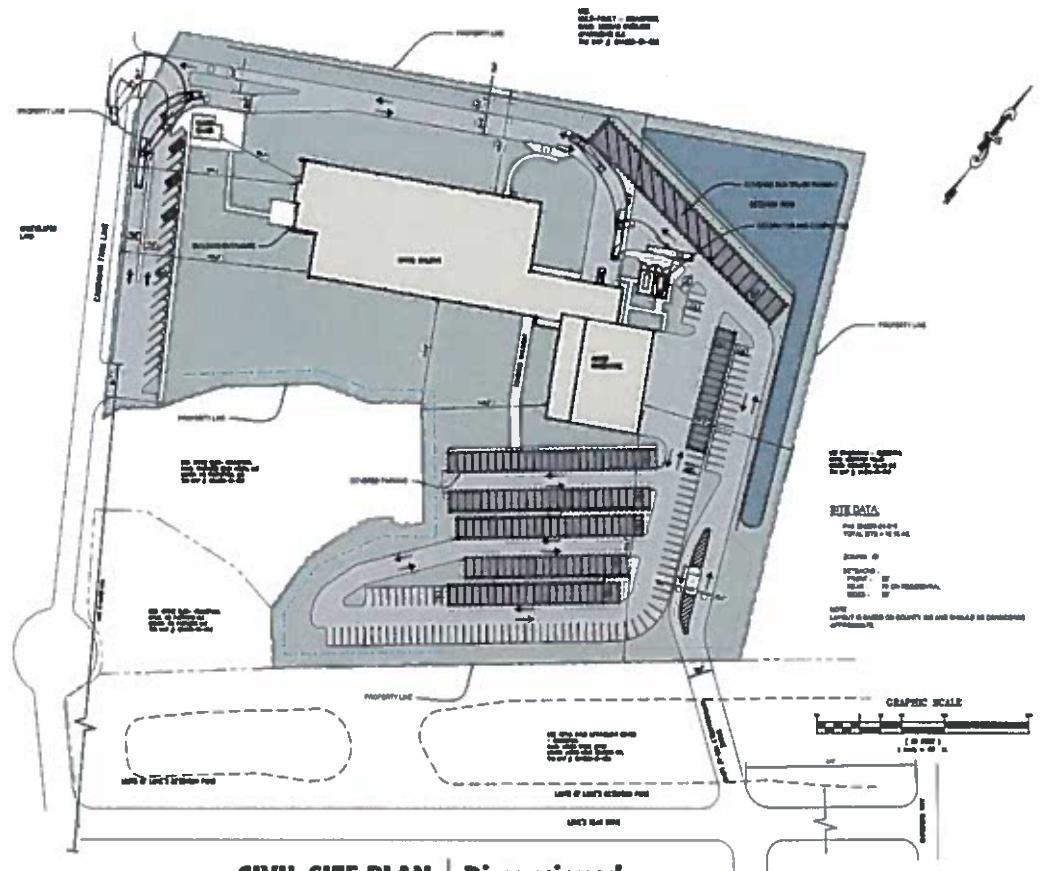
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Jub



CIVIL SITE PLAN | Dimensioned

3 OCT 2019

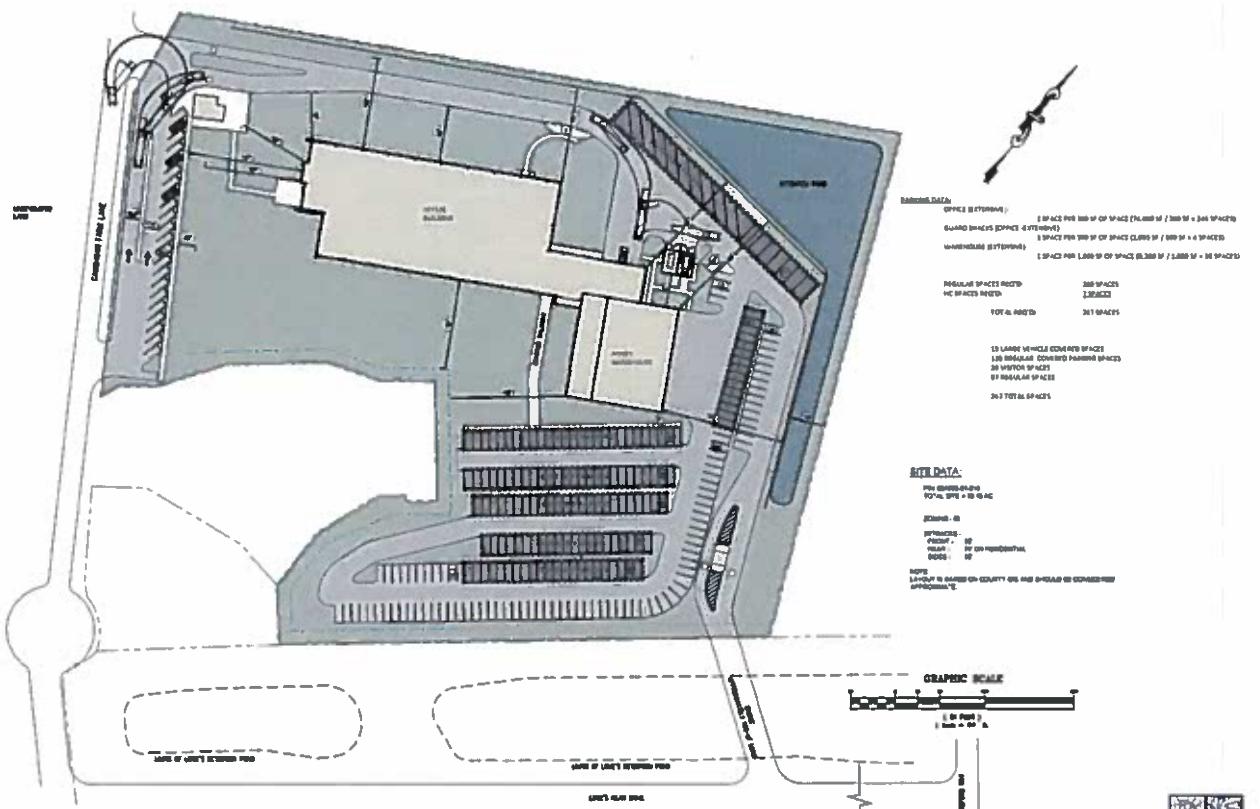
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6 of 234



SITE DESIGN, INC.



 ROOKER

3 OCT 2019

CIVIL SITE PLAN | Dimensioned Diagram of Agency Vehicular Traffic

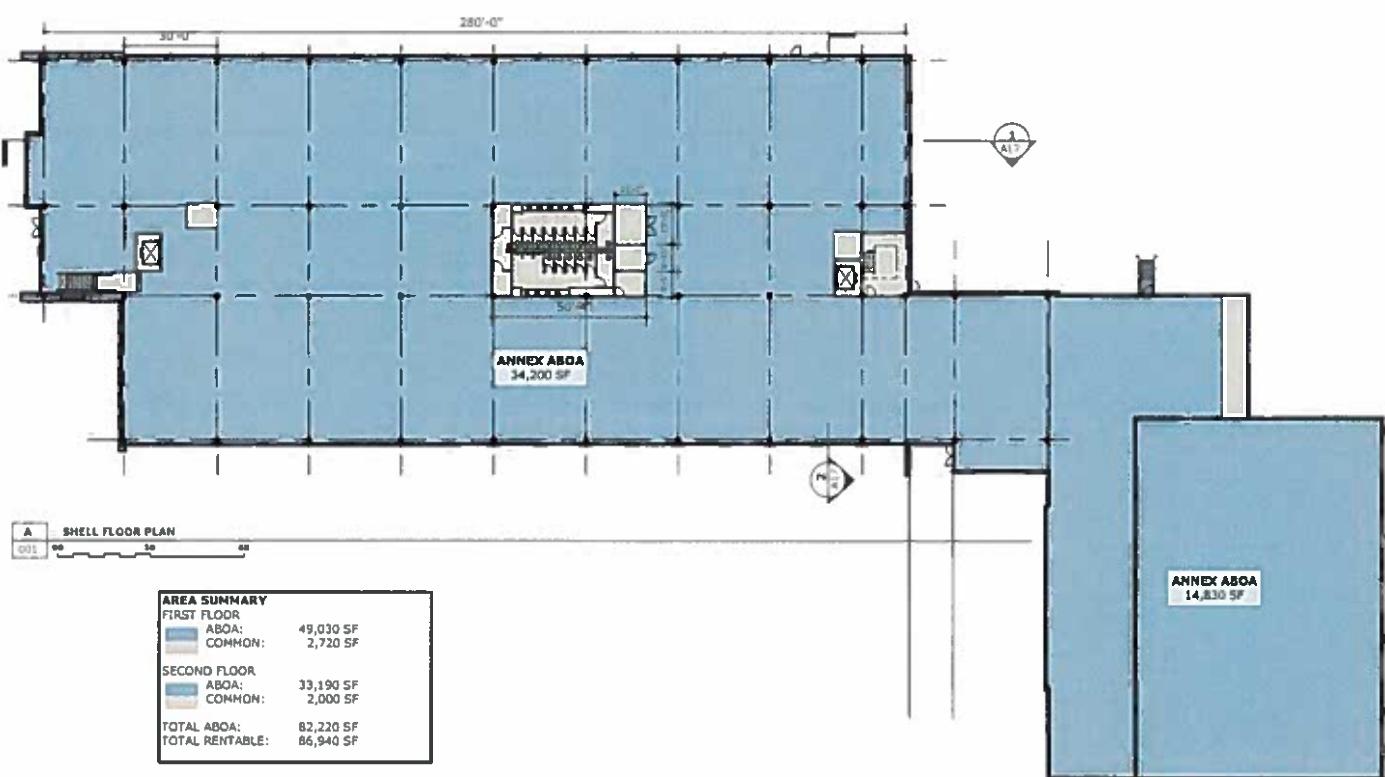
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7 of 234
SITE DESIGN, INC.

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EXHIBIT B



 ROOKER

22 AUG 2019

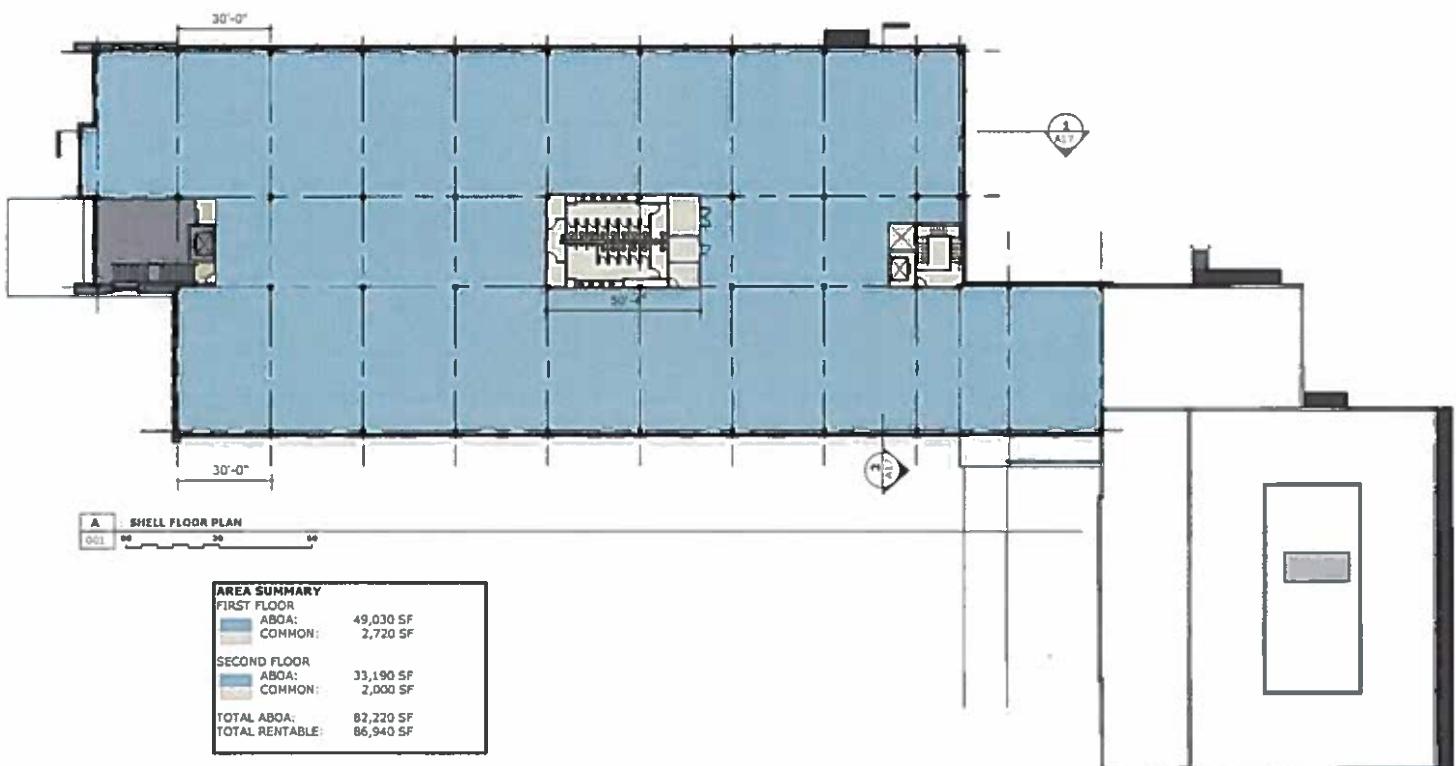
FIRST FLOOR | Shell Plan

(b) (7)(F)

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SECOND FLOOR | Shell Plan

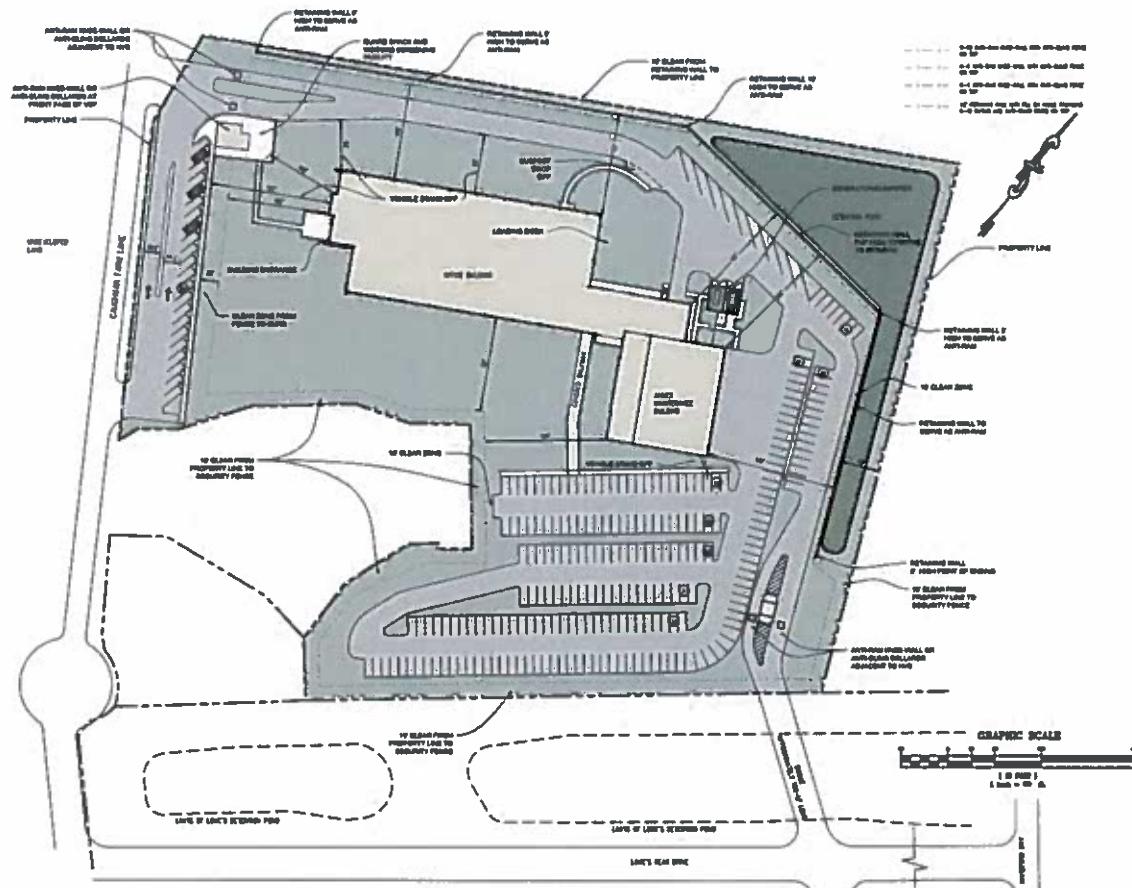
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EXHIBIT C



 ROOKER

22 AUG 2019

CIVIL SITE PLAN | Security Features & Mitigation Measures

(b) (7)(F)

C05

SITE DESIGN, INC.

EXHIBIT D

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(b) (7)(F)



(b) (7)(F)



PROGRAM OF REQUIREMENTS FOR (b) (7)(F) CONSTRUCTION

**FOR REQUEST FOR LEASE PROPOSAL
NUMBER XXXXXXX
March 25, 2019**

(b) (7)(F)



This POR provides specific agency requirements, which may be complementary, more specific, or more stringent than those of the Request for Lease Proposal (RLP)/Lease minimum requirements, and is intended to give the Offerors additional information from which to develop their design to be fully compliant with the RLP/Lease. In case of conflict between requirements of the RLP/Lease and POR, the requirements of this POR shall take precedence.

jnk 02

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U. S. General Services Administration

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POR Version 19.2

RLP NO. **XXXXX**

03/25/2019

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1.0 DESIGN OVERVIEW

1.1 PROGRAM GENERAL

- A. In principal this Program of Requirements (POR) is cumulative and presents the requirements in a sequence from the general to the specific. The requirements shall be treated as complementary to one another and not necessarily where one may take precedence over the other. Each provides a prescriptive approach to the design requirements for the Field Office facility.
- B. This document along with the RLP and the Lease represents the Government's detailed design requirements for the proposed field office to the extent such requirements can be documented in the absence of a design to graphically illustrate the requirements. They capture the information that is of foremost importance to the Government for the design of a fully functional field office. The Government believes these documents are thorough, of high quality, and are as complete as can reasonably be expected for use in a Finance/Design/Build/Operate approach.
- C. The Government recognizes that Design Requirements alone, no matter how well prepared, cannot and need not convey all the information that should reasonably be understood by experienced design teams in order to design the field office. Further, they cannot anticipate or regulate every variable of a design approach that is developed during the procurement process. Therefore, the Government expects the design team, having the knowledge and expertise of these facilities, to interpret the intent of the Design Requirements correctly, and shall supplement these documents with their expertise in order to achieve a complete, high quality, and fully functional design.
- D. The project design and its ultimate implementation shall be complete in every way, and shall provide the durability, serviceability, sustainability, and full functionality anticipated by the requirements within the RLP, Lease, and POR for the contracted term, notwithstanding that all the technical requirements or arrangement of any component of the facility may not have been completely described.

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1.2 HOW TO USE THIS POR

- A. The Agency specific requirements of the tenant, which amplify or modify the standard requirements outlined in the RLP, are promulgated via this POR. The POR contains the Agency specific general requirements which apply to the overall project. The Room Data Matrix (RDM) in Appendix 1 of the POR is a matrix summary of requirements for each room within the campus which are defined in detail and keyed from the Room Data Matrix Legend (RDML) in Appendix 2. All room square footages noted in the RDM and RDML are net (inside face of partition to inside face of partition) for each room or area. The POR, RDM, and RDML are complementary and shall be considered together in order to arrive at the complete Agency specific requirements for the project.
- B. Below are three diagrams that illustrate the information contained within the POR, RDM, and RDML. Diagram 1.2.C Describes the square footage information provided in the RDM. Diagram 1.2.D illustrates the relationship of the RDM to the RDML. Diagram 1.2.E illustrates the relationship of the RDM, RDML, and POR.

C.

RDM

Standard size per room if enclosed, or standard space allocation per occupant if open office area

Quantity of rooms and number of full time occupants per room

Total square footage for each particular room number.

For most rooms, this is the number of rooms times size per room times number of occupants per room

For unoccupied rooms this is the number of rooms times size per room

Some rooms have additional square footage added to above for special requirements (i.e. additional space for filing)

For a few rooms, this number is entered directly in the spreadsheet and does not represent a formula

Room No.	Room No.	Size (sq ft)	Occupancy	No. Occupants / Room	Total SF	Allocation in Computer and Network Resources
27	73	1,00	1	1	1,00	O 27
27	83	15	1	1	15	E 9
27	103	30	1	1	30	E 10
27	128	N/A	1	1	N/A	E 23
27	129	N/A	1	1	N/A	O 24
27	133	N/A	1	1	N/A	28
28	0	50	1	1	50	E 1
28	130	50	1	1	50	E 1
28	16	15	4	4	60	E 6
28	18	20	2	2	40	E 0
28	19	5	1	1	5	E 13
29	0	10	1	10	100	O 4
29	67	10	1	10	100	O 4
30	0	10	1	10	100	O 4
30	89 A	10	1	2	70	O 4
30	89 B	10	1	12	120	O 4
30	89 C	40	1	0	40	O 9
30	89 D	10	1	5	50	O 4
30	89 E	10	1	2	40	O 4
30	89 F	10	1	1	40	O 4
30	W U	120	1	0	120	O 8
30	99 H	15	1	0	15	O 12
30	99 I	0	1	0	0	O 13
31	0	10	1	5	50	A 4
31	105	10	1	5	50	A 4
31	106	10	1	0	50	A 8
31	107 A	65	4	0	220	A 22
31	107 B	75	1	0	75	A 22
31	108	100	1	0	100	A 8
32	0	12	1	1	12	A 4
32	109 A	12	1	1	12	A 4

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D.

RDML

Room Data Matrix Legend	
ARCHITECTURAL	
LOCATION WITHIN CAMPUS	2
ROOM FUNCTION	2
FLOOR PREFERENCE	2
WINDOW PREFERENCE	3
SHE	3
WALL TYPE	3
DOOR ISOLATION	4
DOOR TYPE	4
GARDENING FUNCTION	4
SPECIAL LOCK	4
ACCESS CONTROL	5
HANDCRAFT BAR	5
SPECIAL FLOOR FINISH	5
MATERIAL & COLOR CHOICE	5
REALLY LOVED (300 LP)	5
SPECIAL ARCHITECTURAL	7
EARLY ACCESS TO ROOM	12
MECHANICAL	12
ADDITIONAL COOLING	12
24/7 HVAC-9 (ELEVATED)	13
24/7 HVAC-09 (ON DEMAND)	13
SPECIAL HVAC	13
ELECTRICAL	14
ESSENTIAL POWER	14
CATV	15
RADIO	15

E.

RDM	Architecture	Mech	Elec
Ref.	Ref.	Ref.	Ref.
1	1	1	1
1	2	2	2
1	3	3	3
2	4	4	4
2	5	5	5
2	6	6	6
3	7	7	7
3	8	8	8
3	9	9	9
4	10	10	10
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5	14	14	14
5	15	15	15
6	16	16	16
6	17	17	17
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35	104	104	104
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RDM

HARDWARE FUNCTION	
1	ANSI FD1 (passage function)
2	ANSI FD2 (privacy function). Provide with door closer
3	ANSI FD3 (classroom function)
4	ANSI FD7 (storage function). Provide with door closer
5	3-point latching pull device with electric latch retraction (no sidebar keyway), non-removable pin hinge, closer
6	3-point latching pull device with electric latch retraction (no sidebar keyway), non-removable pin hinge, closer
7	3-point latching exit device – EXIT ONLY – no hardware on exterior, non removable pin hinge, closer
V	Vault door – hardware per door manufacturer

POR OR F61 Field Facilities

E | HARDWARE

1. The Lessee shall provide door hardware as follows:
All Perimeter entrance doors and doors through acoustically treated walls
shall be provided with premium quality, neoprene or rubber acoustical
gaskets and automatic door bottoms to ensure the acoustical integrity of the
 - 2.
 3. Where 3-point latching exit devices with no exterior hardware (exit only) are
required, provide VON DURPRIN 9857-EO-F or equal approved by the
Contracting Officer.

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RLP NO. **XXXXX**
03/25/2019
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INITIALS: *Jab* & *GAT*
LESSOR GOVT

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- F. Appendix 3 of the POR is a Unit Price Matrix. Lessor shall submit proposed unit prices for items identified within the Unit Price Matrix with the offer package. Once accepted the Unit Price matrix becomes a component of the Lease and shall serve as the basis for establishing the cost of change orders throughout construction and for the first year of occupancy. The Unit Price Matrix shall also be used in the final reconciliation of the Ratio Based Requirements as referenced in Section 11 of this POR, using the actual quantities shown in the final construction documents for the Tenant Improvements.

1.3 PROGRAM OVERVIEW

- A. Site / Visitor Screening: The compound shall be accessed via two separate entrance points: the primary site entrance (PSE) which will be the main entry point to the site and the only entry point used by the general public, and the secondary site entrance (SSE) which will serve as a secondary site entrance for Tenant employees and delivery vehicles. The Lessor shall provide a Visitor Screening Facility (VSF) adjacent to the PSE for security screening of visitors and to serve as the primary security guard station. The required visitor parking spaces shall be located adjacent to the VSF as most visitors will not be allowed to drive their vehicles into the facility. A secondary guard booth shall be installed as part of the SSE. Both the VSF and secondary guard booth shall be provided with HVAC and electric service as outlined within this POR and shall reflect and complement the appearance and construction of the exterior facade of the Office Building.
- B. Office Building: The Office Building shall convey an image of strength and professionalism. The Office Building will house typical office and service functions as well as specialized functions such as forensic evidence processing and storage, prisoner processing and interview, polygraph examinations, and will serve as the central command post for federal law enforcement activities within the Field Office's area of responsibility. The Office Building shall be a technically state-of the art facility that will reinforce tenant's mission and identity, and shall be served by robust energy efficient mechanical and electrical systems that not only provide cutting edge resources for the prosecution of the tenant's mission but will remain functional during crisis situations.
1. A rectangular floorplate is preferred by the Tenant over a square, staggered, or "L" shaped plan. The preference relates to building efficiency as well as daylighting considerations. Exterior walls and glazing shall be vertical, not canted inwards or outwards.

- C. Annex: The Annex is a facility used to perform work on Tenant vehicles. The Annex is divided into three functional areas: an automotive maintenance section, a technical equipment installation and maintenance section, and an evidence processing area. The Annex shall be entirely located on the ground floor; below grade or basement space is not acceptable. The Annex shall be composed of multiple vehicle bays. The Annex and surrounding access drives shall be configured to allow efficient and safe vehicular circulation.

Parking: The Lessor shall provide the number of parking spaces required by the RLP for visitor, employee, and Tenant fleet vehicles (TFV). These spaces shall be available on site and shall be secured as described within this POR and the RLP. One additional parking area shall be provided at a separate, service/non-public entrance for suspect drop off.

1.4 SPACE FLEXIBILITY

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- A. Requirements for space and services change frequently, and space may be reconfigured often. The flexibility to accommodate continual change needs to be "built in" to the building design from the outset and respected in subsequent alterations. Systems flexibility is a necessity.
- B. Flexibility is defined as the ability to change one or more existing spaces to house a different administrative function. This type of change shall take place within the building envelope and shall be designed so that the rest of the structure can function while the space is being reconfigured.

1.5 PROGRESSIVE WORKPLACE ENVIRONMENT DESIGN

- A. The Government desires to create a state of the art workplace that supports the mission of the tenant through the implementation of design best practices resulting in spaces that promote collaboration, communication, flexibility and sustainability. The Lessor shall to the greatest extent possible incorporate best design principles and guidelines to achieve a progressive workplace environment.

1.6 SEISMIC SAFETY

(b) (7)(F)



1.7 DURABILITY/MAINTAINABILITY/SUSTAINABILITY

- A. Material and finish selections shall emphasize durability, extended life, and visual appearance based on facility use and increased level of wear. The Lessor shall ensure that the design supports quality based performance for reduced operation and maintenance. Provide interior construction and fixtures that will not be damaged by ordinary cleaning and maintenance operations. Consider cost, ease of maintenance, and sustainability requirements while ensuring the best value for the Government. Exterior Insulation and Finish System (EIFS) and industrial corrugated or seamed metal construction shall not be acceptable façade materials for the Office Building, Annex, or VSF buildings. Architectural Metal Panels may be acceptable if the assembly meets all other blast and security requirements.
- B. The Lessor shall meet the sustainable design and material selection requirements in the RLP. In addition, the Lessor shall exceed the RLP sustainability requirements, where such design improvements or materials are cost-effective over the lease term.

1.8 FACADE GLAZING

- A. Glazing within exterior walls of the office building shall be a minimum of 35% of the total surface area.

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2.0 CODE AND STANDARDS

2.1 GENERAL

- A. The facility shall be designed and constructed as a prime "Class A" commercial office building with a strong presence, high quality standard finishes, state of the art systems and infrastructure, and with an attractive aesthetic. "Class A" buildings are designed for good appearance, comfort and convenience as well as the element of prestige. The quality of furnishings and fixtures is high and electrical outlets and services, plumbing, etc. are above average.
- B. The Lessor shall comply with all applicable federal, state, and local building codes, zoning ordinances, and laws and shall obtain all permits and approvals required by the authorities having jurisdiction (AHJ). In addition the Lessor shall comply with all codes and standards listed below. Where conflicts arise between the requirements in the RLP, the Lease, the POR, and the AHJ, the more stringent shall apply.
- C. All products, materials, and equipment specified shall be installed in accordance with the manufacturer's recommendations and written specifications. No asbestos-containing building materials or products shall be used.

2.2 CODES AND STANDARDS

- A. All design and construction work performed for this project shall comply with the most current edition of the NFPA codes listed below as well as applicable portions of the latest editions of the following Codes and Standards, as adopted by the project jurisdiction. If the project jurisdiction has not adopted any code listed below, the most current edition of that code shall be used as if it had been adopted. If elements of the Codes or Standards listed below conflict with written direction from the local AHJ, those elements will not be enforced by the government. Where more than one Code or Standard applies, and they do not conflict, the most stringent will be enforced by the government. Any existing building used as part of this procurement shall be brought up to current code standards to the greatest extent feasible.
 1. ACGIH, Industrial Ventilation – A Manual of Recommended Practice for Design, 26th Edition, Plates VS-85-01 and VS-85-02;
 2. American Concrete Institute (ACI) 301 ;
 3. American National Standards Institute (ANSI),
 - a. ANSI/TIA/BICSI 002, Data Center Design and Implementation Best Practices
 - b. ANSI A1264.2, Provisions for Slip Resistance in the Workplace
 - c. ANSI/TIA-569 Rev. D, Telecommunications Pathways and Spaces
 - d. ANSI/TIA-568.1-D Rev. D, Commercial Building Telecommunications Infrastructure Standard
 - e. BICSI (Building Industry Consulting Service International, Inc) 005-2016, Electronic Safety and Security (ESS) System Design and Implementation Best Practices
 - f. ANSI/TIA 445-78 Rev. B, FOTP-78 IEC 607-1-40, Optical Fiber, Part 1-40, Measurement Methods and Test Procedures - Attenuation
 - g. ANSI/TIA-526-7 Rev. A, Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant
 - h. ANSI/TIA-526-14 Rev. C, Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant

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- i. ANSI/TIA-568-2-D Rev. D, Balanced Twisted-pair Telecommunications Cabling and Components Standards
- j. ANSI/TIA-568. 3-D, Optical Fiber Cabling and Components Standard
- k. ANSI/TIA-606-C, Administration Standard for Commercial Telecommunications Infrastructure
- l. ANSI/TIA-758-B, Customer-Owned Outside Plant Telecommunications Infrastructure Standard
- m. ANSI/TIA-568.4-D , Broadband Coaxial Cabling and Components Standard
- n. ANSI T-1.403-1995, Network-to-Customer Installation – DS1 Metallic Interface
- o. ANSI/TIA-607-C, Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises
- 4. American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) Handbooks (Fundamentals; HVAC Applications; HVAC Systems and Equipment);
 - a. ASHRAE 52.2 "Methods of Testing General Ventilation Air Cleaning Devices for Removal by Particle Size"
 - b. ASHRAE Standard 55 : Thermal Environmental Conditions for Human Occupancy
 - c. ASHRAE Standard 62.1: Ventilation for Acceptable Indoor Air Quality;
 - d. ASHRAE Standard 90.1: Energy Standard for Buildings Except Low-Rise Residential Buildings
 - e. ASHRAE Standard 111: Practices for Measurement, Testing, Adjusting, and Balancing of Building HVAC Systems
 - f. ASHRAE/American National Standards Institute (ANSI) 135: BACnet: A Data Communication Protocol for Building Automation and Control Networks
 - g. ANSI/ASHRAE/IES (Illuminating Engineering Society) Standard 189.1 – Standard for the Design of High Performance Green Buildings
- 5. American Society of Mechanical Engineers (ASME)
 - a. ASME A17.1 Safety Code for Elevators
 - b. ASME A17.3 Safety Code for Existing Elevators
- 6. American Society of Testing and Materials (ASTM), F1679;
- 7. ASTM F 2508, Standard Practice for Validation, Calibration, and Certification of Walkway Tribometers Using Reference Surfaces
- 8. Architectural Barriers Act (ABA/ADA)
- 9. Architectural Woodworking Institute (AWI) Quality Standards
- 10. International Mechanical Code (IMC)
- 11. International Building Code; (IBC)
- 12. International Fire Code (IFC)
- 13. International Plumbing Code; (IPC)
- 14. International Energy Conservation Code (IECC)
- 15. International Green Construction Code (IgCC)
- 16. MSS – Manufacture Standardization Society of the Valve and Fitting Industry Inc.
- 17. National Fire Protection Association (NFPA) Codes:
 - a. NFPA 1, Fire Code
 - b. NFPA 10, Standard for Portable Fire Extinguishers
 - c. NFPA 13, Standard for the Installation of Sprinkler Systems
 - d. NFPA 14, Standard for the Installation of Standpipes and Hose Systems
 - e. NFPA 20, Standard for the Installation of Stationary Pumps for Fire Protection
 - f. NFPA 24, Standard for the Installation of Private Fire Service Mains and Their Appurtenances
 - g. NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems

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- h. NFPA 30, Flammable and Combustible Liquids Code
- i. NFPA 30A, Code for Motor Fuel Dispensing Facilities and Repair Garages
- j. NFPA 70, National Electrical Code®
- k. NFPA 72, National Fire Alarm and Signaling Code
- l. NFPA 80, Standard for Fire Doors and Other Opening Protectives
- m. NFPA 88A, Standard for Parking Structures
- n. NFPA 90A, Standard for the Installation of Air-Conditioning and Ventilating Systems
- o. NFPA 101, Life Safety Code®
- p. NFPA 110, Standard for Emergency and Standby Power Systems
- q. NFPA 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations
- r. NFPA 780, Standard for the Installation of Lightning Protection Systems;
- s. NFPA 2001, Standard on Clean Agent Fire Extinguishing System, Annex c, Enclosure Integrity Procedure
- t. NFPA 214, Water Cooling Towers
- 18. Sheet Metal and Air Conditioning Contractor's National Association, Inc. (SMACNA) standards: HVAC Duct Design; Duct Construction Standards: Metal and Flexible; HVAC Air Duct Leakage Test Manual; Fire Smoke, and Radiation Damper Installation Guide for HVAC Systems
- 19. ANSI/TIA-942-B, Telecommunications Infrastructure Standard for Data Centers
- 20. UL – Underwriters Laboratories, Inc.
- 21. Unified Federal Codes (UFC), 4-451-10N, , Design: Hazardous Waste Storage; or UFC-510-01 Design: Military Medical Facilities
- 22. 29 CFR 1910, OSHA Standards for General Industry
- 23. 29 CFR 1926 OSHA Standards for Construction
- 24. 29 CFR 1960 OSHA Basic Program Elements for Federal Employees
- 25. FCC 47 CFR 1.1307, Telecommunications Act of 1996, FCC 04-281 Bulletin 65, OSHA 1926.54 Non-Ionizing Radiation
- 26. ANSI/ALI ALCTV:2011 Standard for Automotive Lifts: Safety Requirements for Construction, Testing and Validation
- 27. Committee on National Security Systems (CNSSAM)
 - a. CNSSAM Tempest/01.13 (U) Red/Black Installation Guidance (FOUO)
 - b. CNSSI No. 7003, (U) Committee on National Security Systems Instruction-Protective Distribution System (PDS)
- 28. ASMEY 14, 100 Engineering Drawing Practices

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3.0 PROCEDURES

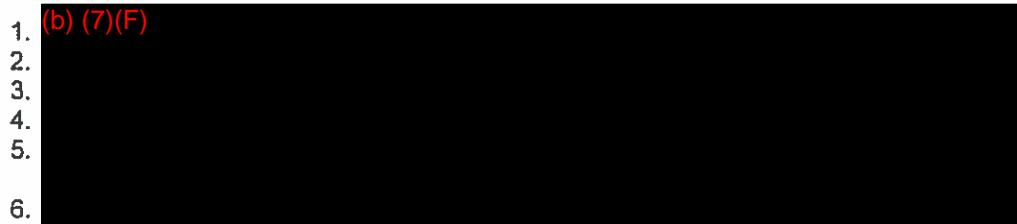
3.1 SECURITY CLEARANCE REQUIREMENTS

- A. The Lessor shall agree to insert terms that conform substantially to the language of the security clearance requirements section of the POR in all subcontracts. The requirements specified in this section apply to all contract workers including, but not limited to, construction, network cabling, maintenance, and cleaning service personnel.
- B. The owner/Lessor of the space occupied by the Tenant and members of the property management company who may be responsible for oversight of the maintenance of the space shall not be allowed to maintain keys to tenant space or permitted to have access to Tenant space without the approval of the tenant's Security Division.
- C. The cleaning and maintenance personnel proposed for the facility will be required to have or obtain Secret Unescorted clearance. Their company will need to have or obtain a Facility Security Clearance from the Defense Security Service (DSS). The paperwork will be submitted to DSS and GSA must sponsor the facility clearance with DSS.
- D. Upon award of the Lease, individuals designated by the Tenant shall accurately complete the following forms and furnish them to the Tenant. Forms for cleaning personnel proposed for the facility shall be submitted at least 180 days prior to the arrival of the contract individuals to the site of the work under the Lease.

(b) (7)(F)



- E. All individuals working on the design and construction of the Tenant compound shall accurately complete the following forms and furnish them to the Tenant at least 35 work days prior to start of design work or arrival of individual to the site of the work under this Lease.

1. (b) (7)(F)
 - 2.
 - 3.
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Coordinate with the tenant representative to obtain the forms.

- F. It is the responsibility of the Lessor to ensure all contractor personnel are in full compliance with applicable Immigration and Naturalization Service, US Department of Justice, Employee Eligibility Verification requirements, such as those set forth in Title 8, U.S. Code, and Section 274a.

- G. (b) (7)(F)
- 

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of concern to the Tenant in deciding whether to grant access to its facilities, property, or information, and may be requested to undergo a polygraph examination to fully resolve any security concerns. Refusal or failure to accurately complete the forms, to be interviewed, or to undergo a polygraph examination to resolve any questionable matters shall be deemed reasonable cause for denial of access to Government facilities, property or information. Lack of candor may also be a strong factor for denial of access.

- H. Access to Government facilities, property or information, will be granted only where such access is clearly consistent with the mission and responsibilities of the Tenant. If, for any reason, a contract individual is denied access to any Government facility, property or information, the Government will not disclose to the contractor the reason for denial and will only make such disclosure to the affected contractor employee pursuant to the provisions of the Freedom of Information or Privacy Acts. The Tenant will not be liable for any expense in the replacement of the individual or any costs incurred by the Lessor as a result of such denial. It is the policy of the Tenant that these individuals already employed by the contracting organization/ individual (i.e., that the individual's employment not hinge upon an access or security clearance determination by the Tenant) and the Tenant will assume no liability between the contracting organization and its employees as a result of this procedure.
- I. The Tenant reserves the right to revoke any contract individual's access to its facilities, property or information, where such access is no longer clearly consistent with the Tenant's mission and responsibilities, and the Lessor agrees to immediately remove that individual from the work site in such circumstances. In cases of access revocation, the Tenant will inform the individual of the basis for the revocation unless to do so would reveal classified or sensitive information; and, give the individual an opportunity to explain, rebut or refute such basis in writing. Access will remain revoked pending prompt review of any such submission by the individual.
- J. The Tenant reserves the right to reinvestigate contract individuals on a periodic basis or where facts or information indicate the continued access may no longer be clearly consistent with the Tenant's mission and responsibilities. The scope of any reinvestigation will be at the sole discretion of the Tenant. Refusal or failure to accurately complete any necessary forms, to be interviewed, or to undergo a polygraph examination to resolve any questionable matters during a reinvestigation shall be deemed reasonable cause for revocation of access to Tenant's facilities, property or information.
- K. Appropriate badges may be furnished by the Tenant authorizing escorted or unescorted access to Tenant's facilities and property. The badge, if furnished, shall be kept at a location to be determined by the Tenant and shall be picked up by the contract individual granted access upon arrival at the premises. It shall be worn at all times on the upper part of the body so as to be clearly visible and shall be returned to the Tenant whenever the wearer leaves the premises for any reason or any length of time. The Tenant may require all contract and subcontract individuals to execute a security awareness briefing form, FD-835, "Security Acknowledgment Form."
- L. Upon request, the Lessor shall provide, for approval by the Tenant, written physical security procedures and policies to be followed by contract individuals for access to the project as well as security measures taken by the Lessor to prevent unauthorized entry by contract individuals during off-duty hours.

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- M. If requested, the general/prime contractor or Lessor, as appropriate, shall compile and provide the Tenant with a list of all subcontractors and vendors along with the disciplines and products/services they are providing. This list to include subcontractors and vendors utilized beyond those contracted by the general/prime contractor.

3.2 DRAWINGS: POST AWARD

- A. The Lessor may split the construction document development effort into Shell and Core (SC) and Tenant Improvement (TI) packages to allow SC construction work to proceed while the TI package is under development. If the lessor decides to split the construction document into SC and TI packages, he shall provide consolidated SC and TI packages after approval of the DIDs no later than 65% TI submission.

3.3 DESIGN INTENT DRAWINGS (DID): POST AWARD

- A. The Lessor shall prepare, at the Lessor's expense, and provide to the Tenant, for the Tenant's approval, design intent drawings (DID). DIDs, for the purposes of this lease, are defined as floor plans, roof plans, and site plan graphically depicting the requirements set forth within the RLP and POR for the purpose of establishing and approving design intent. The DID floor plans shall consist of one sheet per floor plan or partial floor plan and shall graphically depict the following:
1. Layouts of walls and doors of all proposed structures
 2. Interior wall type designations (corresponding to Tenant designations)
 3. Door lockset/latch set designations, types, functions, and conduit conditions where applicable (as indicated in the Room Data Matrix (RDM))
 4. Locations and types of all power, telephone, data, CATV outlets, etc., including all standard items, e.g., convenience outlets
 5. Location of door release buttons and panic buttons
 6. Raised access floors (where applicable)
 7. Room name and RDM room number designation
 8. Required and proposed room square footage
 9. Layout of millwork and major Tenant supplied equipment
 10. Conceptual layout of conventional and systems open workstation furniture, shelving units, workbenches, etc.
 11. Locations and types of systems open workstation furniture feeds (power/telephone/data)
 12. Layout of specialty items (i.e. cell phone lockers)
 13. Locations of printers
 14. Plumbing fixtures
 15. Heavy loading areas
 16. Designation of special HVAC (24/7) rooms
 17. Locations of Tenant power panels
 18. Locations of access control keypads, controllers, alarm panels, motion sensors, CCTV video cameras, and any other devices specified by the Tenant used for access control and intrusion detection.
 19. Locations of cable trays
 20. Locations and extent of plywood mounting boards for electrical panels
 21. Locations and sizes of sleeve penetrations through slab
 22. Locations and sizes of special interior conduit termination points
 23. Locations of sleeves/conduit for security cameras
 24. Locations of eyewash stations
 25. Locations of handcuff bars

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26. Summary of square footage data for the project showing square footage calculations as of the submission date
27. Graphical scale and north arrow
28. Automotive equipment, including lifts, compressor, fluid storage area, etc.
29. Sun Path Diagram

Refer to "SAMPLE DID LEGEND" in the diagrams section of this POR for example of symbols used by the Tenant for field office projects.

- B. Furniture Layout: Furniture design shall be developed during the DID process. The furniture design shall be coordinated with the Tenant's Furniture Program Manager and shall adhere to the Tenant's Furniture Specification Guide for Field Offices, which will be provided separately, upon lease award, as Appendix 5. The completed DID shall include all required furniture items at the conceptual level.

Network Cabling infrastructure and low voltage security electronics cabling design shall be developed during the DID process. The integrated technical design package shall be coordinated with the Tenant's Cabling Program Manager and the other key FBI technical stakeholders and shall comply with the BICSI standards.

- C. Roof plans and site plan: In addition to floor plans, the DID package shall include roof plans with proposed antenna mounting locations and infrastructure as well as a site plan with configuration of site security measures and equipment as well as configuration and specifications of proposed site vegetation. Site plans shall graphically depict the following:

1. All property lines
2. Perimeter barrier
3. Security setback distances from perimeter vehicle barriers to the building facades
4. Security camera locations
5. Access control features (pedestal mounted keypads, etc.)
6. All structures
7. All existing items to remain
8. Drive lane dimensions
9. Graphic depiction of adequate turning radii for 72' tractor trailer
10. Monument sign location

- D. DID Schedule: Final DID's shall be due from the Lessor within approximately 120 business days after award of the Lease. The Lessor shall hold a design kick-off meeting with the Tenant's Architect to review and develop a better understanding of the overall requirements. In order to preserve the integrity and quality of the interior layout, the DID development process shall be a separate and distinct activity from CD development. Lessor shall provide submissions for review and hold "on-board" review meetings with the Tenant at the completion of the following stages: blocking and stacking, wall layouts and a pre-final stage. The Tenant will have 15 business days to review the pre-final submission and provide comments. The official submissions outlined above shall not be construed as the only opportunity for the Tenant to provide guidance and feedback. Each of the required DID submissions shall be preceded by interim submissions and informal "on-board" review and design sessions as necessary to arrive at a satisfactory submittal.

- E. DID Submissions: Each submission of the DID shall include a summary of square footage data for the project showing square footage calculations as of the submission

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date, compared to what was offered in the lease agreement. Each submission of the DID shall also include a running list of changes to the base requirements as agreed to during the DID development process, whether initiated by the Lessor or the Tenant and whether they have a cost or schedule impact or not. The Lessor shall make available with each submission the option to view drawings in virtual reality.

- F. DID Approval: Upon completion of the DID's the Government shall be allotted 15 business days from receipt of the final DIDs to review for final approval. Should the Government require that modifications be made to the Lessor's design intent drawings before approval can be granted, the Government will state such in writing to the Lessor, and the Lessor shall have 15 business days to cure all noted defects before returning the DID's to the Government for a subsequent review. The Government shall be allotted 15 business days to perform this subsequent review. The Lessor's A/E shall provide a written response to each written Government comment with each submission. All changes from the previous submission shall be "clouded". Government approval of the final DIDs does not relieve the Lessor from providing all the requirements identified in the POR.

3.4 CONSTRUCTION DOCUMENTS: POST AWARD

- A. Construction Document Changes and Accuracy: Any changes to the construction drawings that vary from the Final Revised Proposal (FRP) shall require specific written notice to, and approval from, the Contracting Officer prior to incorporation. The Government's review of the construction drawings does not relieve the Lessor from being completely responsible for the improvements required under this RLP. The Lessor is solely responsible and liable for the technical accuracy of the construction drawings in meeting all requirements and provisions of this lease. All improvements shall adhere to the quality specifications identified throughout the RLP and this POR. All deviations from the RLP and POR shall be documented, and any cost or schedule impacts shall be clearly identified with each item. This list shall be updated and submitted with each design and construction documentation phase submission and shall be maintained as the cumulative documentation of changes to the Lease.
- B. Submission Process: Shell and core construction documents and tenant improvement construction drawings shall be submitted to the Government for review and comment. The Lessor shall provide complete sets of construction drawings at regular intervals during the development process. The review milestones for this project shall be 35 percent, 65 percent, and 95 percent construction drawings and specifications. Both the 35 percent and 65 percent drawings refer to the overall drawings set, not each discipline, e.g., the structural drawings may be at a higher percentage completion than the mechanical drawings. Each submission shall include a unified set of civil, structural, architectural, mechanical, plumbing, and electrical drawings and specifications. Drawings unchanged from the previous submission shall be included in the current submission to ensure that each set is complete. All drawing sheets shall be the same size. For projects pursuing LEED certification, each submission shall include an updated LEED scorecard, including the approach and status of each credit being pursued. Each submission shall 1) be labeled 35 percent, 65 percent, or 95 percent; 2) reflect the date of issuance of the drawing package; 3) be accompanied by a transmittal letter that itemizes the contents by title and date; and 4) be accompanied by a cost estimate of the Tenant Improvements. All Civil drawing submissions shall include ground floor elevations for all buildings, and if possible contour lines.

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- C. 65 Percent Submission Requirements: The 65 percent submittal shall at a minimum incorporate the design development sets as described in the American Institute of Architects (AIA) Architect's Handbook of Professional Practice, as updated.
- D. Review Process: The Government shall be allotted 15 business days to review these drawings at each stage. The Lessor shall make every attempt to avoid scheduling drawing submissions such that not more than one submission is scheduled during the same timeframe. For example, 65% Core and Shell and Pre-Final DIDs. Should this concurrent design review be required, the Government shall be allotted an additional 10 days for the collective reviews. An "on-board" review meeting with the Government is required with each submission. The Lessor shall respond in writing to each written Government comment on or before the date of the subsequent submission. Government review time shall not begin until such responses are received. The Lessor's responses shall be added electronically to the comment form. The 100 percent set shall have incorporated all Government comments. If there are open comments after review of the 100 percent submission, the Lessor shall incorporate all final comments and submit a conformed drawing set.
- E. The Lessor shall complete the construction documents in accordance with the project schedule submitted and accepted by the Government. The final sets shall be copies of such drawings that were signed and sealed by the design professionals of record. Original signatures are not required.
- F. Annotation of Changes: The Lessor shall cloud any deviations from the previously approved submittals. Clouds shall be annotated with revision number or date.
- G. Revision Approval: All drawing and specification revisions proposed subsequent to the 100 percent or final submission shall be submitted to the Government for Tenant review prior to incorporation into the construction documents. The approved revision shall be submitted to the Government on or before the date it is issued to the General Contractor.
- H. Requests for Clarification: The Government shall be copied on the response to each Request for Clarification at the time it is sent to the requestor.
- I. All revisions to the final construction drawings after the design phase and during construction (Supplemental Instructions (SI), Bulletins, or otherwise named revisions), must be distributed in the noted quantities and formats to all recipients listed below.
- J. The Lessor is responsible for proposing necessary changes to the details provided within this POR based on local climate.

3.5 DOCUMENT SUBMISSION REQUIREMENTS

- A. The Tenant Agency requires hard copies of drawings and specifications for each submission. The following drawing submission requirements shall apply to all design submissions for both the Design Intent and Construction documents.

- 1. All drawings shall be provided as follows:
 - a. All plans and elevations shall be scaled at 1/8" = 1'-0" minimum and include graphic scale.
 - b. Minimum text height on full-sized drawings shall be 1/8".

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- c. North arrow shall be included on all floor plans and site plans.
 - d. RDM room numbers shall appear in all RDM spaces on all floor plans, including MEP plans.
2. All drawing submissions shall be made in both electronic as well as hardcopy formats, with hard copies not to exceed 48" (w) x 36" (h) in size. Electronic submissions shall be on a Compact Disk or DVD; submissions on a USB Drive will not be accepted.
 3. The Lessor shall make allowance of 2 business days in addition to the allotted review times for security processing of packages sent to Tenant's Headquarters prior to start of review periods.
 4. Date of receipt of each submission shall be the date when all required documents have been received in all required formats.
 5. Electronic format: Drawings shall be provided in both AutoCAD (.DWG) and Adobe Acrobat (.PDF) file formats in optical media (Compact Disc or DVD). An as-built Revit 3D BIM Model (LOD 500) shall be provided to the Government in optical media (Compact Disc or DVD) with other as-built submissions. Verify with the Government the applicable versions of AutoCAD and Revit that will be required for those files. Each drawing file shall be named as appropriate to easily identify the depicted drawing sheet. The drawing files shall be logically organized in folders according to discipline. Submissions shall be provided in the quantities listed below and sent to the respective entities:
 - a. CD/DVD format (All Submissions, including revisions to final drawings during construction and As-Builts):
 1. (2) CD/DVD: Drawings (DWG format) to GSA
 2. (2) CD/DVD: Drawings (DWG format) Tenant HQ
 3. (4) CD/DVD: Drawings (DWG format) Tenant Other Location(s)
 4. (2) CD/DVD: Drawings and Project Manual (PDF format) GSA
 5. (2) CD/DVD: Drawings and Project Manual (PDF format) Local Tenant
 6. (2) CD/DVD: Drawings and Project Manual (PDF format) Tenant HQ
 7. (4) CD/DVD: Drawings and Project Manual (PDF format) Tenant Other Location(s)
 8. (2) CD/DVD: As-built Revit 3D BIM Model to Tenant HQ
 6. Hardcopy format: Hardcopy submissions shall be provided in the quantities listed below and sent to the respective entities:
 - a. Hardcopy format (Review Submissions only):
 1. (5 copies) Half size Drawings to GSA
 2. (3 copies) Half size Drawings to Local Tenant
 3. (4 copies) Half size Drawings to Tenant HQ
 4. (9 copies) Half size Drawings to Tenant Other Locations
 5. (3 copies) Project manual – specs to GSA
 6. (1 copies) Project manual – specs to Local Tenant
 7. (4 copies) Project manual – specs to Tenant HQ
 8. (2 copies) Project Manual – specs to Tenant Other Locations
 - b. Hardcopy format (100% Final Submissions only):

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1. (5 copies) Half size Drawings to GSA
 2. (2 copies) Half size Drawings to Local Tenant
 3. (2 copies) Half size Drawings to Tenant HQ
 4. (9 copies) Half size Drawings to Tenant Other Locations
 5. (1 copy) Project manual – specs to GSA
 6. (1 copy) Project manual – specs to Local Tenant
 7. (1 copy) Project manual – specs to Tenant HQ
 8. (2 copies) Project Manual – specs to Tenant Other Locations
- c. Hardcopy format (Revisions to final drawings during construction):
 1. (1 copy) Half size Drawings to GSA
 2. (1 copies) Half size Drawings to Local Tenant
 3. (2 copies) Half size Drawings to Tenant HQ
 - d. As-Built Drawings
 1. (1 copy) Half size Drawing to GSA
 2. (1 copy) Half size Drawing to Local Tenant
 3. (2 copies) Half size Drawing to Tenant HQ

3.6 COST DOCUMENTATION: POST AWARD

- A. The Lessor shall provide a highly detailed cost estimate/cost proposal itemized to the estimator's level 20 business days after the completion of the construction drawings. The cost estimate/cost proposal shall provide detailed information documenting the cost of the construction and shall identify any change order costs as of that time. The sole purpose of this cost data is for maintaining the Tenant's cost database for Field Office construction projects. This cost data is not requested for the purpose of managing costs associated with this turnkey project.
- B. The Lessor shall provide a preliminary reconciliation of the ratio elements (partitions and electrical outlets), listed in Section 11, compared to the DIDs once the final DIDs are accepted by the Government. The final reconciliation shall be performed using the 95% TI Construction Documents.
- C. Lump Sum cost data will not be accepted. The construction cost estimate/cost proposal and all change order proposals shall be provided and formatted in accordance with Federal Acquisition Regulations (FAR) 15.403, 15.404 and shall reflect the Construction Specification Institute (CSI) 2010 Format, 32 Division, work breakdown to the estimator's level to include quantity, unit, direct unit pricing of material, labor and equipment. All indirect costs such as labor burden, material taxes, bonding, insurance, overhead, profit, and general conditions shall be shown independent of the direct construction costs.
- D. All trade costs shall be supported by back up documentation on Subcontractor letterhead and shall be formatted in accordance with sections A. and B. above. All Subcontractor back up documentation shall be submitted to the Tenant Agency for the sole purpose of maintaining cost data for the Tenant's cost database for Field Office construction projects.

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3.7 CONSTRUCTION SCHEDULE: POST AWARD

- A. Within 20 business days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative design and construction schedule using Critical Path Method Scheduling, giving the dates on which the various phases of design and construction will be completed to coincide with the Tenant's required occupancy date. The finalized schedule shall be submitted no later than 40 business days after award.
- B. The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of preliminary plans and specifications; 2) submittal of other working drawings; 3) issuance of a building permit; 4) completed construction documents; 5) start of construction; 6) completion of principal categories of work; 7) phased completion and availability for occupancy of each portion of the Tenant demised area (by floor, block, or other appropriate category); 8) Tenant's Early Access as identified in the POR, and 9) final substantial completion. Other milestones may be added at the Contracting Officer's discretion.
- C. Float is considered a project commodity jointly shared between the Tenant and the Lessor and shall be used in the best interest of completing the Project on time.

3.8 CONSTRUCTION INSPECTION

- A. The Lessor shall address deficiencies identified by the Government within 20 business days of notification.
- B. Walls and partitions containing bullet proof material, expanded metal, plywood, mineral wool and/or Rfoil shall require Tenant inspection prior to close-in. The Lessor shall incorporate time required for inspections into the base construction schedule. The Lessor shall provide notice requesting inspection a minimum of 20 business days in advance of scheduled inspection.

3.9 MEETINGS

- A. The Lessor shall have two progress review meetings with the Government each month throughout the project. One meeting shall be face to face, the second meeting shall be conference call, unless the situation requires a second on site meeting. During construction, the meeting shall be held on the construction site. Minutes from these meetings are the responsibility of the Lessor and shall be distributed to the Government no later than 5 business days after the meeting.
- B. All DID development meetings shall be held at the offices of the Lessor's Architect.
- C. Prior to the commencement of construction, the Lessor shall have a Construction Kick-off meeting with the Government.

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3.10 SUBMITTALS

- A. At the Construction Kick-off meeting, the Lessor shall provide a complete construction submittal schedule to the Government. The Government will identify submittals required by the Government.
- B. At the kick-off meeting the Lessor shall provide a copy of the proposed construction site plan that indicates fences, gates, trailers, vehicle access points, parking. The Lessor shall coordinate with the Tenant's security personnel to ensure that site conforms to security requirements.
- C. All bulletins, RFI responses, or any documentation that causes a change to the issued 100% documentation shall be issued concurrently to the Tenant so that the Tenant can maintain a current set of documents during construction. This does not replace the responsibility of the Lessor to provide as-built documents for Tenant record.

3.11 DOCUMENT SECURITY

- A. All documents used and created for this project are Sensitive but Unclassified (SBU).
- B. For the purposes of this contract, the Lessor shall safeguard SBU information in strict accordance with the requirements set forth within the latest edition of the General Services Administration's Public Building Service (PBS) ORDER 3490.2. All drawings issued to the Lessor's team may alternatively be returned to the Tenant for destruction upon completion of the project.
- C. SBU information may not be transmitted over the internet or any other network that would allow individuals without the proper clearances and not associated with the project to directly or indirectly have access to it. SBU information is considered secure for transmittal over the internet only if properly encrypted according to Advanced Encryption Standard (AES) 256.
- D. The Lessor shall ensure that the construction documents are secured on-site at all times and that the construction documents are seen and reviewed only by those personnel with the proper security clearances and need to know. The Lessor shall also comply with the document security requirements detailed in the RLP.
- E. All documents shall be marked on the cover page with the following disclaimer:

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THESE DRAWINGS, PLANS, OR SPECIFICATIONS TO
UNAUTHORIZED PERSONS IS PROHIBITED
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- F. All documents shall be marked on all pages subsequent to the cover page as follows:

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4.0 GENERAL REQUIREMENTS

4.1 FLOOR PLATE DESIGN REQUIREMENTS

- A. The floor plates of the Office Building shall be between 25,000 and 40,000 American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Office Area Square Feet. The floor plate shall be designed using industry best practices to optimize the layout of the interior based on the required program contained within this POR.
- B. The Lessor's Architect shall optimize the floor planning depth (from glass line to core wall) to accommodate the most efficient layout of work space and to maximize to the greatest extent possible the use of natural day lighting. Planning for the cores shall take into consideration the depth of the occupied space established by the core and exterior walls. The design shall maximize the use of windows admitting daylight to staff work areas and private offices. Natural daylight shall be provided to all workstations in open office areas. Unless specified otherwise, it is generally intended that open workstation areas be located at the exterior glass line, and private offices in the interior. Private offices without an exterior window shall be provided with a ceiling high, full width sound rated glass partition with a glass door facing the exterior windows of an open office area. Provide a glass framing assembly that meets a minimum field STC rating of 35, similar to Carver, Avanti, Steelcase, or Haworth products. The glass shall have opaque film from 2 feet above finished floor to six feet above finished floor. Office walls will continue above the ceiling with a type A5 partition to the structure above.

4.2 NETWORK CABLING

- A. Unless otherwise noted, the Lessor shall provide a complete suite of network cabling including, but not limited to, fiber-optic communications cabling, copper communications cabling, access control and intrusion detection (security electronics) cabling, telephone cabling and CATV/CCTV cabling for this facility. This work shall include all aspects of cabling design, cabling materials procurement, installation, termination, and testing. The Lessor shall propose and communications Design and Engineering (D&E) subcontractors, cabling installation vendors, and technical consultants that the Lessor intends to use for the facility network cabling Installation Design Plan (IDP) development and subsequent cabling installation to the Tenant for approval prior to making and subcontract(s) awards in these specialties. The Lessor may request a contact list of preapproved vendors from the Tenant to perform this tasking. The Lessor shall award to the vendor(s) representing the 'best value' to the Tenant for this effort.

Costs

- B. The Lessor's General and Administrative (G&A) costs including management, overhead, and profit related to this effort shall be included in the proposed rental rate for the Lease. The actual cost of providing the network cabling design and cabling installation will be reimbursed to the Lessor as a pass-thru cost. These costs will be reimbursed to the Lessor at substantial completion of the project.

Design

- C. The Lessor shall develop and share with the Tenant, a network cabling Installation Design Plan (IDP) development and installation implementation plan no later than 180 days prior to substantial completion. The FINAL network cabling IDP drawings and

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related Performance Work Statements (PWS) shall be forwarded to the Tenant for review and approval. The Lessor is responsible for the technical requirements gathering and development of the network cabling IDP. The Lessor shall coordinate the IDP development with the Tenant's Network Cabling program manager, site Technical Point of Contact (TPOC) and other key government technical stakeholders involved in this project. The network cabling IDP shall provide all the technical and material specific requirements as set forth by the Tenant to allow the full use of their intended purposes. The Lessor shall be responsible for coordination of electrical data/telephone outlets with the furniture layout to ensure that all outlets are accessible and are of the correct type and configuration.

Procurement

- D. The Tenant will participate in the IDP development, network cabling solicitation, and cabling-related acquisition activities and will make determinations of technical proposals acceptability and that pricing is fair and reasonable. Only those IDP submissions to the Tenant that are approved for release shall be disseminated to third party cabling installation vendors for bidding. The Tenant reserves the right to review all of the qualified bids prior to award of the network cabling contracts. In such instances where the IDP developers, technical consultants, and the cabling installers are proposed to support the project in either a partial or a fully teamed or partnered arrangement, the Lessor shall document this intention in the installation implementation plan. The Lessor shall award the cabling related contracts to the bidders representing the 'best-value' to the Tenant.

Delivery, Installation, Testing, and Post-Installation Support

- E. All coordination, management, permitting, scheduling, and compliance with Tenant security requirements associated with this effort shall be the responsibility of the Lessor. The Tenant may perform its own inspection and testing of the various cable segments at periodic intervals throughout the network cabling installation effort. Correction of verified installation discrepancies associated with the cabling installation shall be required prior to payment of the cabling reimbursement.

Performance Verification

- F. Weekly progress reports shall be submitted to Tenant's designated network cabling program manager and site TPOC. The Lessor shall perform appropriate path loss tests on all installed network cabling and shall submit complete test results as a condition of close-out of the cabling tasks. The Tenant's designated network cabling program manager shall be present for the final acceptance of the installed network infrastructure cabling. The Lessor shall provide two SECRET cleared technical support personnel from the cabling vendor for 10 working days to provide technical equipment 'light-off' support after the cabling work is completed and during the very first days of occupancy. At the request of the Tenant, this support can be split into two separate phases, provided that the 10 day requirement is met. These technical personnel shall support the Tenant computer and printer deployment teams' efforts and shall assist Tenant site personnel in the timely resolution of network deployment issues as they arise.

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4.3 FURNISHINGS AND FITNESS EQUIPMENT

- A. The Lessor shall provide furniture, furnishings, and equipment (FFE) consulting services for design coordination and finish selection and to harmonize with the interior design palette, procurement oversight, and construction administration as outlined below:
1. Furniture & Finish Selection Process:
 - a. Attend the FFE Kickoff meeting
 - b. Meet with the Local Tenant, Furniture Vendors, and Tenant Furniture Procurement Specialist to convey the design intent of project and assist in the selection of furniture pieces within the Blanket Purchase Agreement (BPA)
 - c. Recommend finish selections based on the Vendor's options provided
 - d. Meet with the local Tenant, Furniture Vendors, and Tenant Furniture Program Manager to review recommendations and make final selections with the project team
 2. Design Coordination:
 - a. Provide drawing reviews of Furniture Vendor's FFE layouts for coordination of power/data/phone and compliance with governing accessibility codes at each milestone submittal
 - i. Drawings from the assigned Furniture Vendor will be in a combined format drawing containing all Vendor's drawings for the Lessor's milestone reviews in REVIT or AutoCAD
 - b. Drawing review coordination shall consist of web-conference calls and in-person meetings, as required
 - c. Review and coordinate equipment locations and power/data requirements with the proposed furniture
 - d. Attend the mockup review for a Typical office/workstation
 - i. Mockup review will be directed and organized by Tenant Furniture Procurement Specialist. Lessor will review shop drawings for the furniture mockups and attend one (1) on-site review mock-up
 3. Procurement Oversight:
 - a. Shop Drawing/Bill of Material Review
 - i. Includes Lessor's review and markups of the proposed furniture and pricing for procurement
 4. Construction Administration:
 - a. FFE Delivery/Installation
 - i. Review the furniture installation for conformance with the contract documents based on the installation dates indicated in the project schedule
 - b. FFE Punchlist Report
 - i. Review final installation for conformance with the contract documents and issue one punch list report to the project team
 5. Assumptions:
 - a. The Lessor will be following the direction and provide assistance to the Tenant Project Manager and Tenant Furniture Procurement Specialist in order to coordinate efforts with the local Tenant for this scope of services

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4.4 SITE ENTRANCES

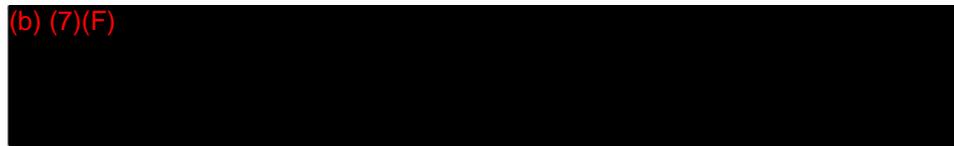
A. (b) (7)(F)



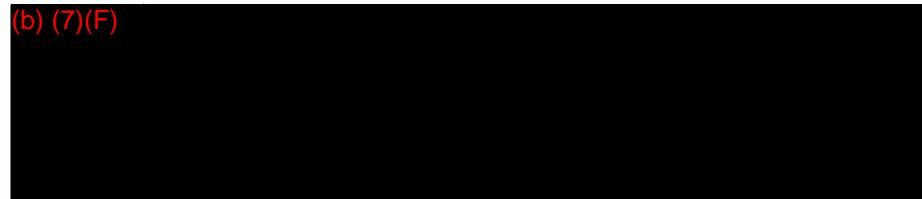
4.5 SITE PLANNING

A. Pedestrian and Vehicular Circulation

1. (b) (7)(F)



2. Visitor walkways: A walkway shall be provided from the visitor parking lot to the VSF and from the VSF to the main entrance of the Office Building. Each walkway shall meet the following requirements:

- a. (b) (7)(F)
 - b.
 - c.
 - d.
 - e.
 - f.
- 

3. Restriction of Visitors: A means shall be provided to usher visitors directly to the Office Building main entrance from the VSF and discourage / restrict visitors from wandering off to other parts of the site. The means used shall be effective but not overly confining or obtrusive.

4. Drop off area: A passenger drop off area shall be provided in front of the VSF for employees and visitors arriving by taxi, shuttle bus, or car.

5. Trash and Recycling Pick-Up: Dumpsters shall be roll-off type – other types shall not be acceptable. The dumpsters may be located at the Receiving Dock. Provide compatible trash compactor. It is the responsibility of The Lessor to coordinate with the local municipality and provide dumpsters and/or trash compactors. The Lessor shall make provision for disposal of items which are not able to be compacted such as bulk automotive parts. All outdoor waste disposal and recycling containers shall be located in one general area, away from HVAC air intakes, and screened from view. Position trash containers, mailboxes, donation/recycle containers, etc. away

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(b) (7)(F)

6. Vehicle inspection area: A vehicle inspection area shall be provided outside the perimeter fence adjacent to the PSE. The inspection area shall be able to accommodate the largest vehicle expected to enter the compound, per the "Truck Access" paragraph above. And, the inspection lane must be accommodated within the site, not on public roads or otherwise blocking pedestrian or vehicular traffic offsite. If rejected, trucks shall be able to easily exit the property from the inspection lane without entering the secure site.
7. Accessibility: All programmed space in the Room Data Matrix shall be accessible to the disabled from the Office Building's main entrance.
8. Exterior drive lane approaches (including turning radii) to Annex vehicle bays shall be designed to (b) (7)(F)
9. Lessor shall provide

(b) (7)(F) MFR, Safety

Storage, Inc., Model; LF06 Locker. The slab shall be high enough to allow for the bolting of the cabinet to it, and shall be located a minimum of 15 feet from any occupied facility on site, including parking garage and annex. Refer to the manufacturer's instructions for requirements regarding the slab/foundation, and any supports/connections needed.

- B. Primary Site Entrance: Refer to drawing "Primary Site Entrance" (PSE) conceptual layout in DIAGRAMS section of this POR. Unless noted otherwise, all elements called out in the conceptual layout shall be provided, installed, and maintained by the Lessor. The completed barrier is required for acceptance of the project's substantial completion.

1. Turnstile: It is a full height turnstile, Alvarado MST-6X or equal approved by the contracting officer prior to award. (b) (7)(F)

(b) (7)(F)

(b) (7)(F)

For site entry from the non-secure side, cleared personnel may use the turnstile to avoid entering the VSF by use of the security keypad located on the non-secure side of the turnstile. An authorized entry on the security keypad releases the turnstile to rotate one cycle only in the opposite direction for entry by the user, and will require a separate validation by key card for each person requiring entry. Provide the following:

a. (b) (7)(F)

b.

c.

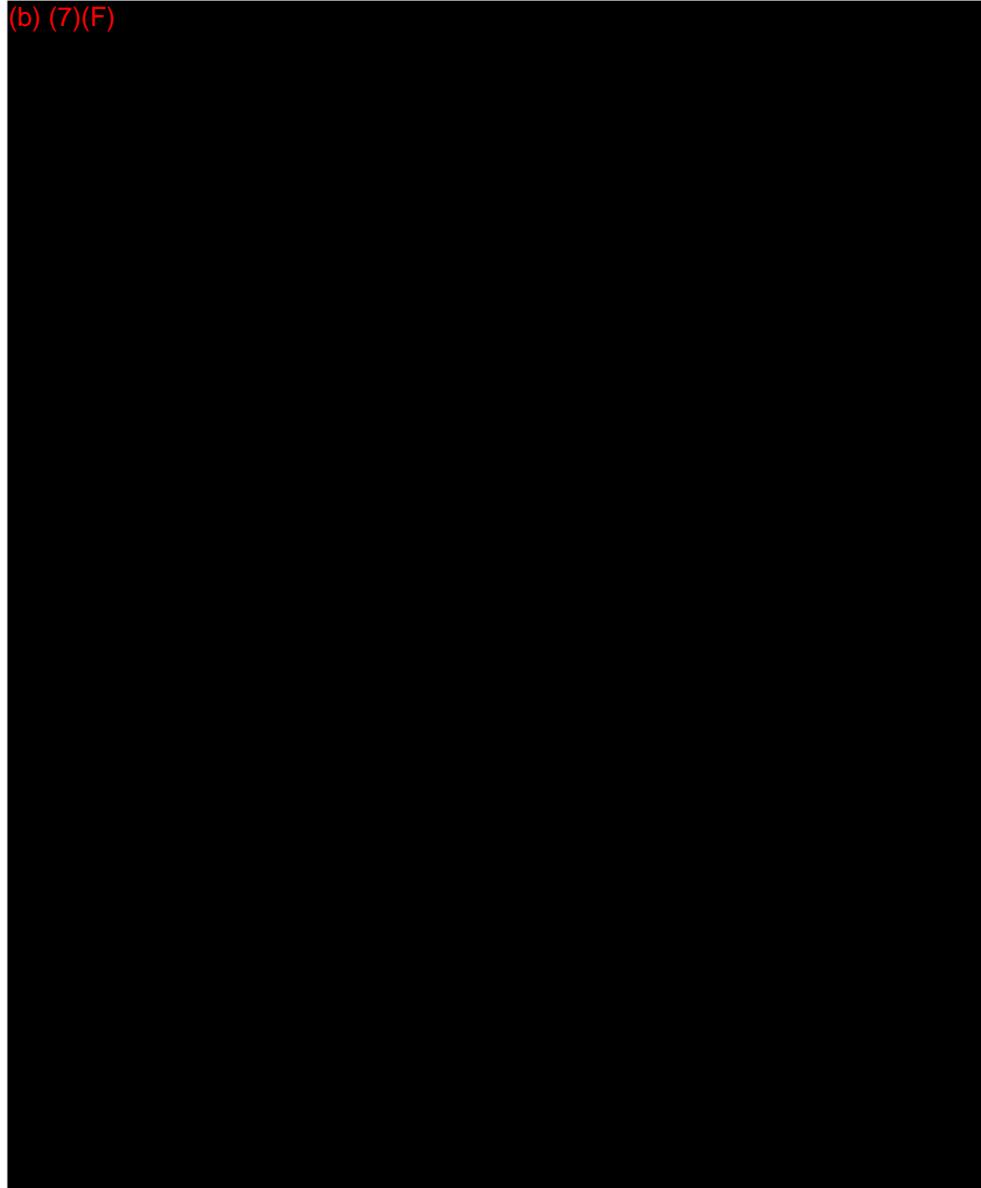
d.

2. Pedestrian gate: The 3'-0" gate is part of the perimeter pedestrian barrier (not vehicle barrier) and shall match the perimeter fence in style and height. The gate shall provide free egress from the secure side as required by NFPA 101. Physical

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barriers shall be provided to prevent the gate from being opened from the unsecure side by reaching through the gate or fence. An example would be metal mesh and steel angles above and below the panic bar, with an angle leg extending beyond the panic bar to preclude someone from using rope or wire through the mesh to depress the panic bar (basis of design: SecureTech, or approved equal).

3. (b) (7)(F)

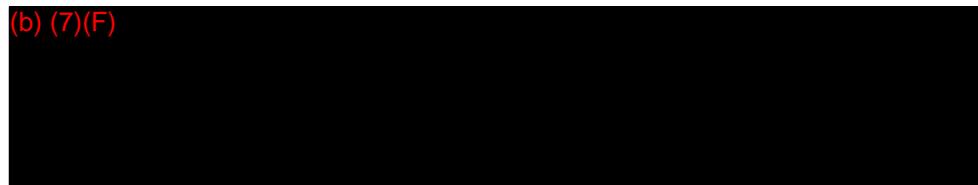


4.

5.

6.

7. (b) (7)(F)



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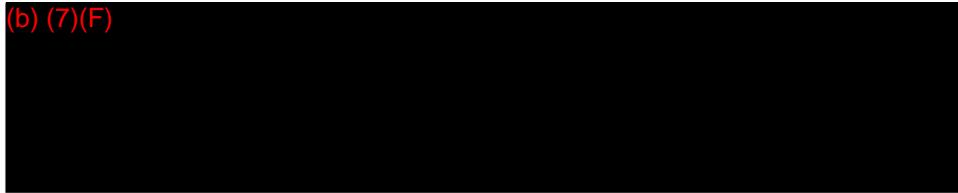
(b) (7)(F)



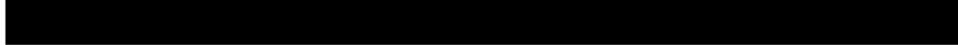
C. PSE & SSE General Notes:

1. The VSF and equipment shall be adequately elevated above the public street curb level and surrounding pavement shall be sloped away from the building and equipment to avoid potential flood damage.
2. All PSE & SSE equipment shall be adequately protected to avoid accidental damage by vehicles.

3. (b) (7)(F)

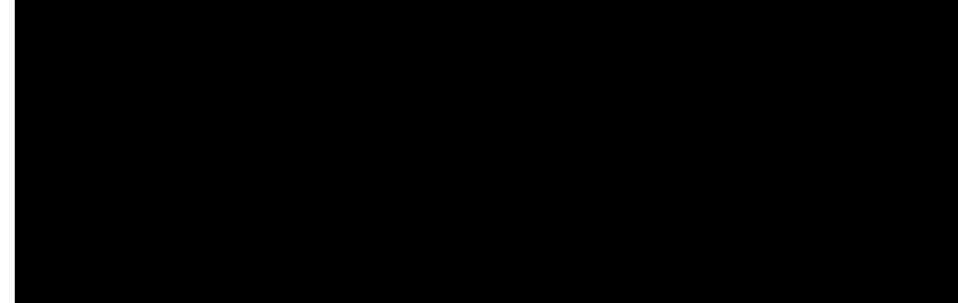


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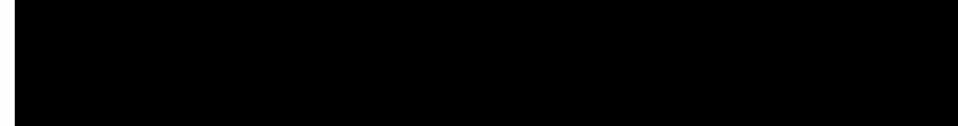


D. Visitor Parking: Refer to drawing "Visitor Parking Area" conceptual layout in DIAGRAMS section of this POR. Unless noted otherwise, all elements called out in the conceptual layout shall be provided by the Lessor.

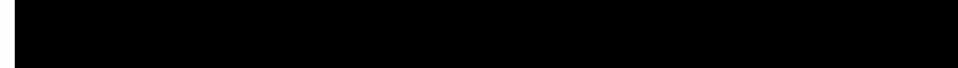
1. (b) (7)(F)



2.



3.



E. Office Building: The Office Building's main entrance shall be easily identified as such and shall be visible from the street. The Lessor shall provide three flag poles, to display the US, State and Tenant flags, at a location near the building entrance. Display of the flags shall be per Lease requirements.

F. Outdoor employee areas: If outdoor employee areas, such as patios or recreation facilities, are provided, they shall not be visible to visitors approaching the main entrance or from off-site.

G. (b) (7)(F)



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(b) (7)(F)

- H. Perimeter fence: The entire property shall be surrounded by an architecturally appropriate and aesthetically pleasing pedestrian anti-climb fence. The fence shall be (b) (7)(F)

- I. All utilitarian site items, e.g., transformers, switchgear, dumpsters, fuel tanks, drain structures, etc., shall not be visible to visitors or building occupants or shall be aesthetically screened on all sides. Fuel tanks shall be located away from emergency egress, occupant evacuation areas, and HVAC air intakes. Fuel tanks shall have spill containment that complies with the Spill Prevention, Control, and Countermeasure Act.
- J. All exterior pipe rails, railings, guardrails, etc. shall be galvanized.
- K. A clear zone, free of auxiliary buildings, parking, landscaping, or man-made obstructions, shall be provided, (b) (7)(F), inward from the protected side of the perimeter wall/fence. The purpose of the "clear space" is to ensure that no structures or landscaping materials are placed in this area that could be used for climbing over the fence or for hiding anything that could go unnoticed by security personnel. Only the VSF and a transformer utility building may be located in this clear zone. In these cases, the clear zone shall (b) (7)(F)
(b) (7)(F)
- L. Landscaping shall not block or impair security camera effectiveness. Lessor may be required, during the term of the lease, to trim or remove plantings that impair the effectiveness of the security cameras.
- M. Refer to the SECURITY section of this POR for additional requirements.

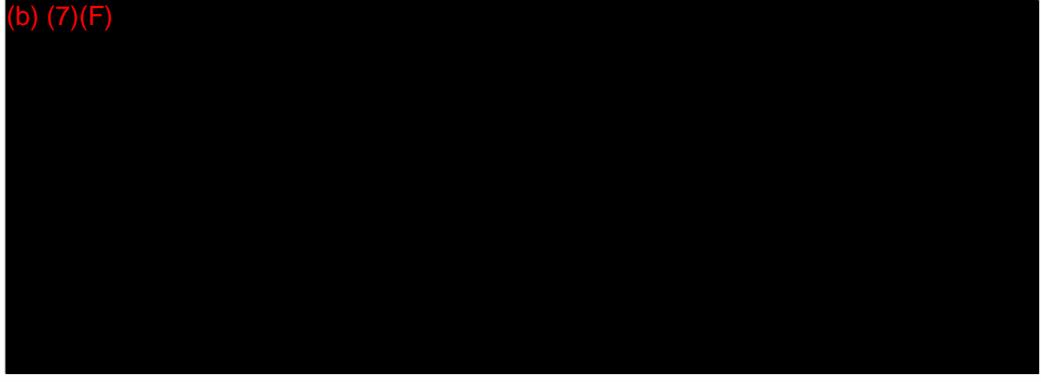
4.6 PARKING

- A. Amount and Type.

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1. Tenant Fleet Vehicle (TFV) Parking: Refer to the RLP for the number of parking spaces to be provided within a covered structure to house official TFV. This structure shall be within the secured perimeter of the site. The spaces shall be non-tandem parking spaces, capable of accommodating full-size passenger vehicles similar to a Chevrolet Suburban, utility vehicles, and light trucks.
 - a. Uncovered parking spaces are not allowed for the TFV Parking. If canopies are used to cover TFV Parking, they shall be painted galvanized steel.

B. (b) (7)(F)



2. The vertical clearance for the rest of the parking spaces and drive lanes on the upper levels of parking shall be 8'-0" minimum.
3. General parking: In addition to TFV and Specialty Vehicle parking referenced in the above subparagraphs, the Lessor shall also provide General Parking. The summation of Visitor, General and TFV Parking shall count toward the requirement of the local AHJ. The parking for the Specialty Vehicles should not be included in this total.
4. Visitor Parking: Refer to the RLP for the number of visitor parking spaces located on (b) (7)(F) at the PSE near the VSF. If number of visitor parking spaces is not indicated in the RLP, a minimum of 20 spaces shall be provided.
5. Suspect drop-off: A designated parking space shall be provided near a separate, service/nonpublic building entrance for suspect/escort drop-off vehicle. This parking space shall be adjacent to area 28 within the office building.
6. Vehicular Standoff: Parking structure/lot driveways and stalls shall not allow vehicles to travel or park closer than 30' to the Office Building or Annex with exception of vehicles entering/exiting the Annex for service and suspect parking.
7. If feasible, the Lessor shall install electric vehicle charging stations of a make and model approved by the Contracting Officer.
 - a. Electric vehicle charging stations must comply with the standards and design specifications in the GSA P-100 in addition to the following criteria:
 - i. Level II commercial units,
 - ii. Equipped with electrical metering with the ability for the Government to view and track usage, costs, real-time availability, and level of electrical demand,
 - iii. Networked with data management services provided through a cellular connection to an offsite data management company allowing the transmittal

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of said electrical metering data in addition to allowing the Government to set and adjust, as needed, a location-specific mark-up above the usual per-kWh electricity fee and transmit said fees directly to the Treasury per FAST Act requirements,

- iv. Wi-Fi shall be disabled, and
- b. The Government has found the following models of being capable to meet the specified requirements:
 - i. ChargePoint CT4023-GWN-1
 - ii. ChargePoint CT4021-GWN-1
 - iii. ChargePoint CT4013-GWN-1
 - iv. ChargePoint CT4011-GWN-1

The identification of these products is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that will be satisfactory. Offers of "equal" products (including products of a brand name manufacturer other than the one described) will be considered if such products are clearly identified by the lessor and are determined by the Government to fully meet the salient characteristics and requirements as described above.

- c. Lessor shall also provide 5 years of pre-paid data management services

C. General

1. The campus and all on-site parking shall afford 24-hour access and egress 7 days a week, including holidays. The Tenant shall reserve the right to park any number of official vehicles within the secured area at no additional cost.
2. All parking spaces shall be striped. Parking stalls in the TFV Parking structure shall be numbered. The Lessor shall paint all columns within the parking structure with safety striping or paint up to 48" inches above the finished floor. Fifty percent of the parking spaces for TFVs shall be a minimum 10'-0" wide by 18'-6" long with a 24-foot, 0-inch wide two-way drive aisle. The size of the remaining TFV, General and Visitor parking spaces shall be as required by code. Accessible parking spaces shall be pursuant to ABAAS standards.
3. Ventilation and exhaust of carbon monoxide shall be in accordance with federal and local codes. Each enclosed parking area 1,000 sq. ft. or greater shall meet ventilation requirements of the latest editions of the International Building Code (IBC) and the International Mechanical Code (IMC). Detection system shall be self-monitoring and constantly display gas levels in a readily visible location. System shall alert occupants and notify alarm monitoring company if gasses reach dangerous levels and exposure times as described in NFPA 720. The gas monitoring system shall comply with the latest edition of NFPA 720.
4. The Lessor may propose parking for all or a portion of the General Parking in (or on top of) the TFV Parking structure.
5. A covered or enclosed connector may be provided between the parking structure and the Office/Annex; the structural design shall be such that the collapse of the parking structure could not cause the collapse of the Office Building or Annex.
6. An enclosed parking structure for employees shall have panic buttons installed throughout the garage. When the panic button is pushed, it shall immediately send notice to Room 91A, as well as lighting up to designate the area in which there is a problem.

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7. Backboxes and conduit for wall phone shall be provided, one per floor, in the parking structure.

4.7 VISITOR SCREENING FACILITY

- A. Provide a Visitor Screening Facility (VSF) building as a separate structure adjacent to the PSE and Visitor Parking. Circulation to and through the VSF shall optimize control of the flow of pedestrians without interfering with vehicular traffic. Windows shall be designed to give guards maximized direct visual observation of approaching vehicles and pedestrians, the screening process, the entrance gate(s), pedestrians walking to the main building, and any other areas under their control. The completed VSF is required before the Government's Contracting Officer will grant substantial completion.
- B. The VSF shall include the elements and functionality depicted in the drawing "VISITOR SCREENING FACILITY" in the DIAGRAMS section of this POR. The Lessor shall provide millwork and counter space as depicted in the diagram; holding lockers for visitor's electronic devices shall be recessed in the exterior wall of the Guard Area. The security screening equipment will be provided and installed by the Tenant. The Lessor may propose alternate configurations that meet the Tenant's requirements. Specific approval is required for acceptance of a proposed alternate. Lease award does not constitute approval of a proposed alternate. All exterior windows of the VSF shall be provided with window blinds.

C. (b) (7)(F)

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H. (b) (7)(F)

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T. (b) (7)(F)

U. Refer to the ROOM DATA MATRIX section of this POR for additional requirements.

V. Thermostat controls for the VSF shall be located in the Guard Area.

W. (b) (7)(F)

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X. (b) (7)(F)

Y.

4.8 SECONDARY GUARD BOOTH

A. (b) (7)(F)

B.

C. The guard booth shall be provided as follows:

1. (b) (7)(F)

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D. Refer to the ROOM DATA MATRIX section of this POR for additional requirements.

4.9 RECEIVING AREA

A. Refer to drawing "RECEIVING AREA" in the DIAGRAMS section of this POR for a conceptual layout. A receiving area shall be provided to house the Receiving Dock, mail receiving room and trash and recycling collection areas sufficient to meet the requirements of the Lease Recycling paragraph and paragraph 4.5.A.5 above. The receiving area shall be an appendage to the Office Building, and concealed as much as possible from the street and main entrance. The enclosed receiving area shall have no occupied space above or below.

B. General:

1. The common wall between the Receiving Area and the Office Building shall be (b) (7)(F)

2. Exterior design and finish shall be same as the Office Building.

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3. The Receiving Dock and associated truck parking area and roll-off area shall be provided paved with concrete – asphalt paving shall not be acceptable.
4. The Receiving Dock shall be sized and planned to accommodate the efficient use and operation of all the screening equipment and monitoring systems.
5. The Receiving Dock shall be provided with a minimum 5' overhang for the full width of the receiving area.
6. The Lessor shall verify equipment specifications and model numbers with the Tenant during design as these may have changed after issuance of this POR.
7. Receiving (site) area shall be of sufficient size to accommodate collection of recycling materials.
8. The Receiving Dock and areas where trucks may idle shall be located away from HVAC air intakes.

C. Receiving Dock:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

D. (b) (7)(F)

E. Equipment (Tenant furnished, installed, and maintained): Refer to the Keyed Notes on drawing "RECEIVING AREA".

1. Receiving Dock: Cargo X-ray Machine: Astrophysics XIS-100DXDX or similar. The monitoring equipment is part of the x-ray equipment.
2. Room 51: Postal X-ray Machine: Autoclear 6040 machine, or similar.
3. Room 51: Table and Monitoring system
4. Room 51: Bio Cabinet

4.10 DISINTEGRATOR SYSTEM

- A. The Lessor shall provide a Disintegrator System and all related equipment and services as described below within Room 84. The equipment, delivery, installation, maintenance, repairs, and disposal of the disintegrated waste material shall be provided by the Lessor. Collection and handling of material for disintegration and the disintegration operation will be performed by the Tenant.

1. (b) (7)(F)

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2. (b) (7)(F)

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4.11 BUILDING ENTRANCES

- A. The main lobby for the Office Building may exceed 400 square feet if so proposed by the Lessor; however, the additional square footage shall be a value added upgrade and shall not be considered rentable area footage. Rent shall not be charged for the additional space and finishes provided. A vestibule shall be provided at the main lobby where weather conditions and loss of heated/conditioned air are important factors for consideration.
- B. The Office Building shall provide a separate employee entrance. The employee entrance shall be located such that visitors on their way to the Office Building or waiting inside the lobby do not have direct line of sight of employees entering the employee entrance.

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- C. Doors leading from the auto bays of the Annex into any other part of the Annex shall be provided with storeroom function locksets with electric latch retraction with the exception of door into the compressor room which shall have non-electrified hardware.
- D. The Lessor shall make provisions for equalizing air pressure where deemed necessary at the main lobby vestibule (if provided), and at man-trap locations.

4.12 LANDSCAPING

- A. The landscape solution shall be designed for low maintenance and water conservation with plantings that are either native or well adapted to local growing conditions.
- B. All plantings placed near sources of environmental impact (vehicular traffic, sources of pollution, etc.) shall be a species that is resistant to those environmental impacts.
- C. Green space shall be emphasized in the landscape solution. Paving shall be limited to only site circulation, parking, site congregation areas (e.g. building entry areas), and terrace spaces that are a direct extension of interior spaces (e.g. outdoor seating areas for the employee lounge).
- D. The landscape solution shall be consistent throughout the site and shall encompass the entire site.
- E. In cases of damp climates or where moisture issues are common, use a ground covering other than mulch against the building (i.e. stones, gravel, etc.).
- F. Topography shall be sloped such that water drains away from the building. Comply with the International Building Code and ADA Requirements.

4.13 ANNEX

- A. The Annex may adjoin and be contiguous with the Office Building. The Annex shall be planned such that the overhead doors are not clearly visible to visitors approaching the main entrance or from offsite. Programmed space shall not be used for any proposed interior drive lanes, unless specifically listed in the programmed square footage.

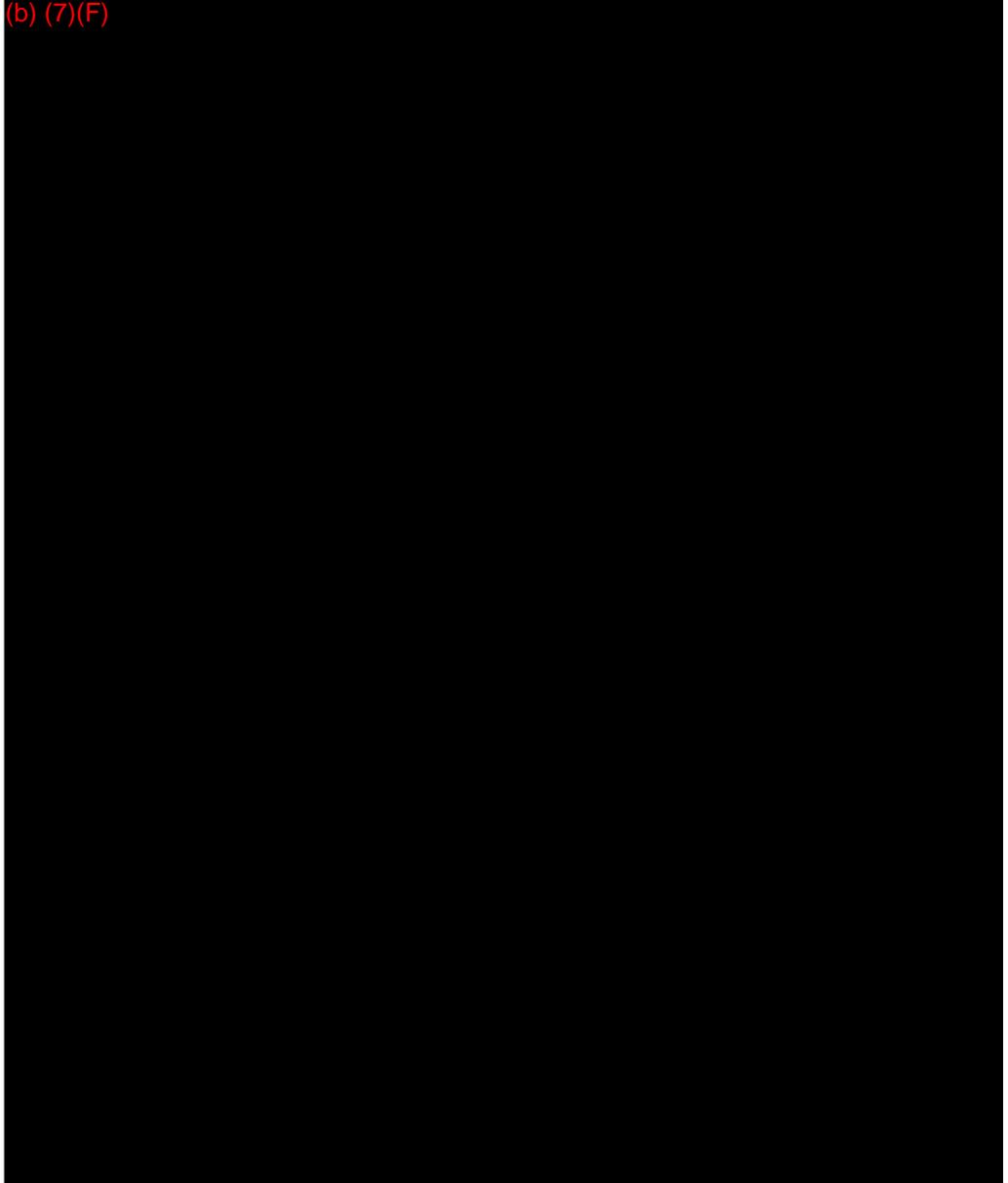
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5.0 ARCHITECTURAL

5.1 DOORS, DOOR FRAMES, & HARDWARE

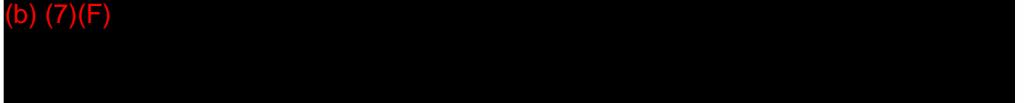
A. EXTERIOR DOORS

(b) (7)(F)



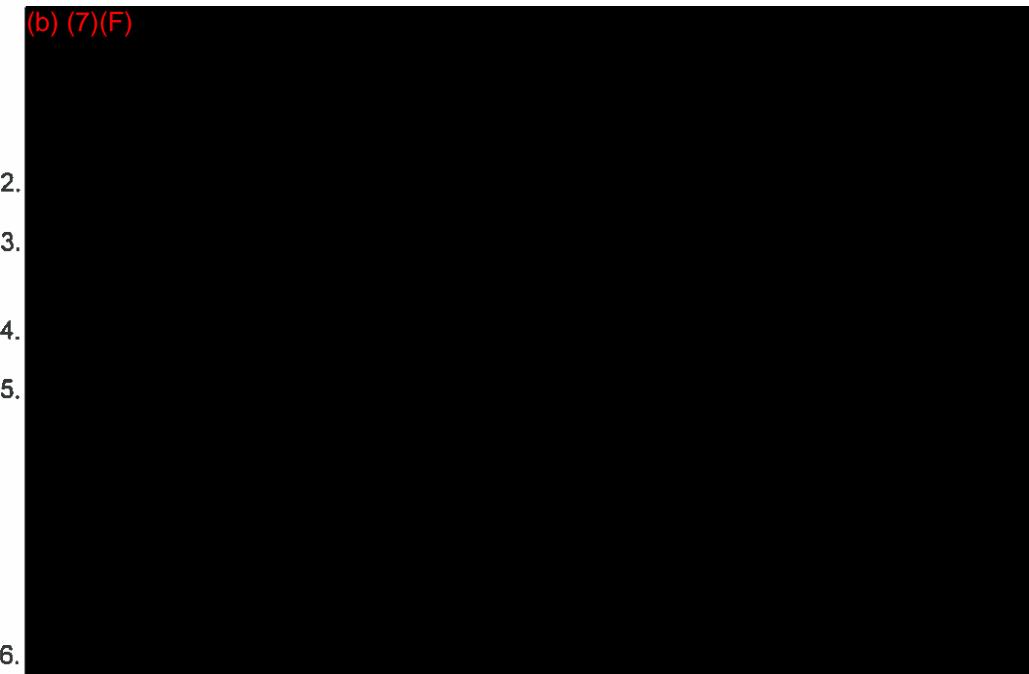
B. INTERIOR DOORS

(b) (7)(F)



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(b) (7)(F)

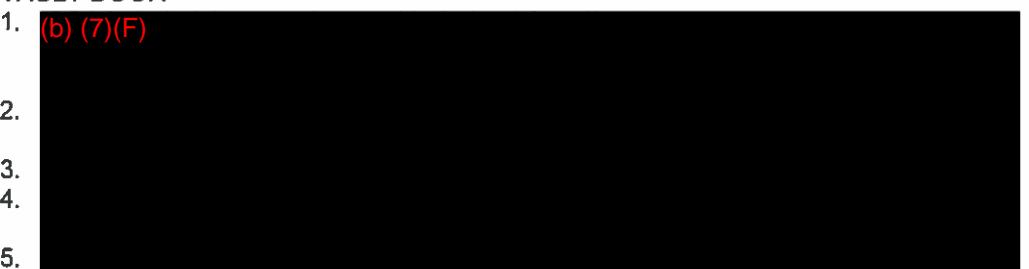


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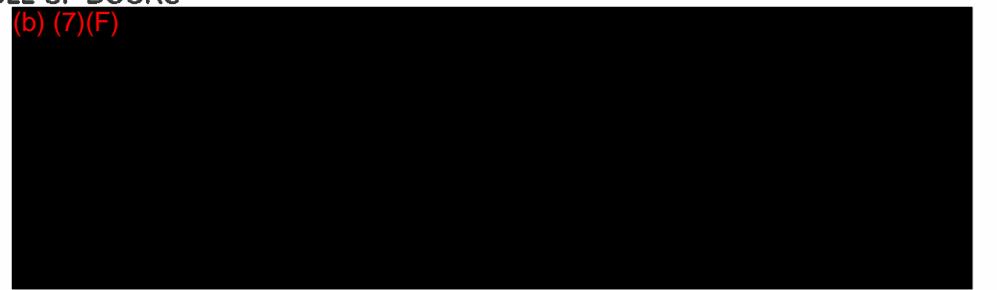
C. BULLET RESISTANT DOOR

1. (b) (7)(F)
- 

D. VAULT DOOR

1. (b) (7)(F)
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E. ROLL-UP DOORS

1. (b) (7)(F)
- 

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2. (b) (7)(F)

3.

F. INSULATED METAL DOORS

1. (b) (7)(F)

G. DOOR FRAMES

1. (b) (7)(F)

2.

H. ADDITIONAL DOOR HARDWARE REQUIREMENTS

The Lessor shall provide door hardware as follows:

1. (b) (7)(F)

2.

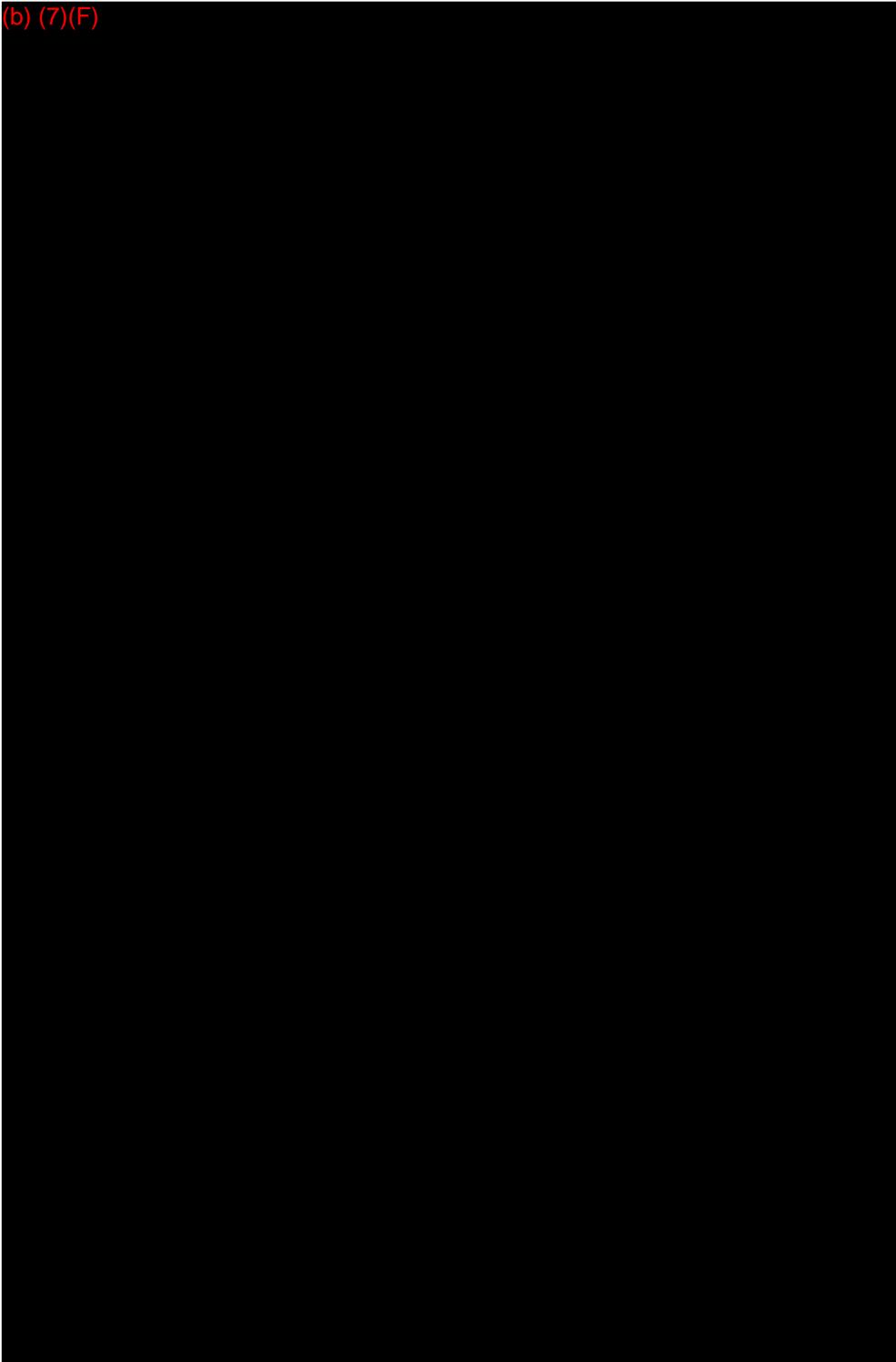
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6. (b) (7)(F)



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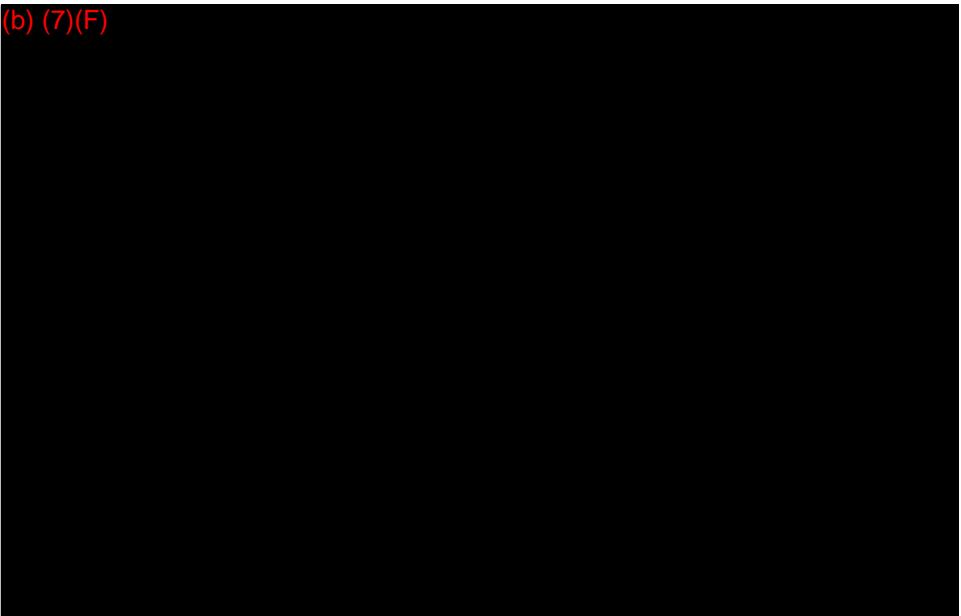
14.

15.

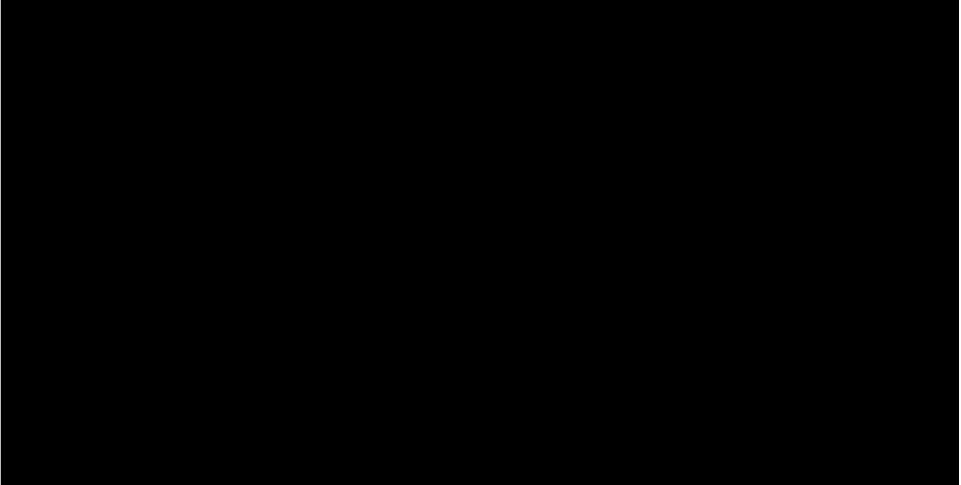
16. Not used

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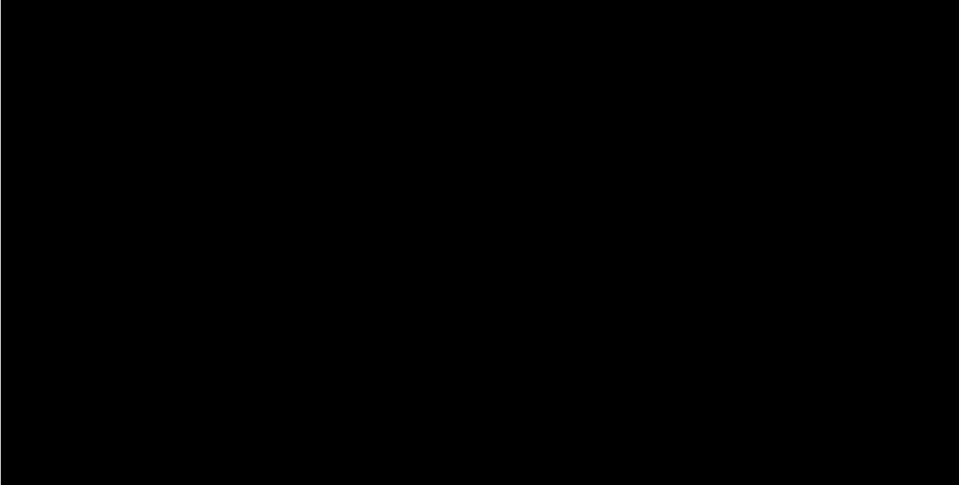
17. (b) (7)(F)



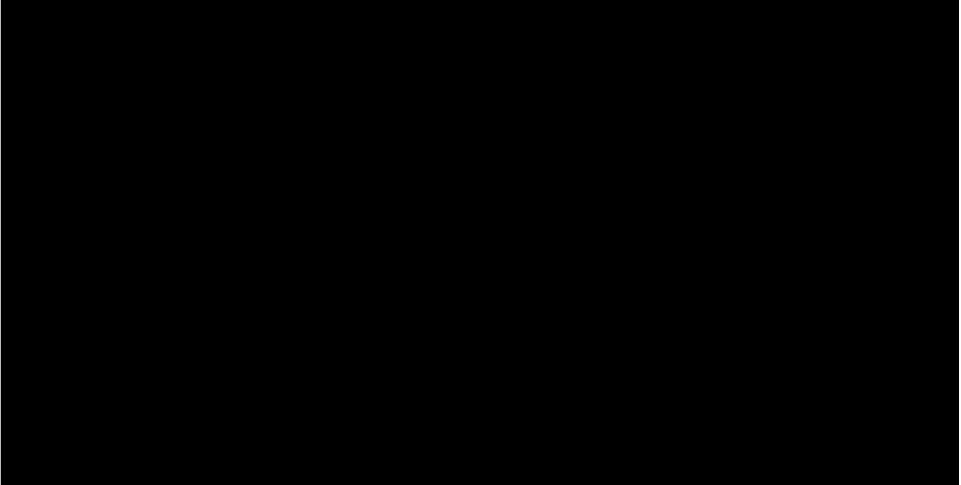
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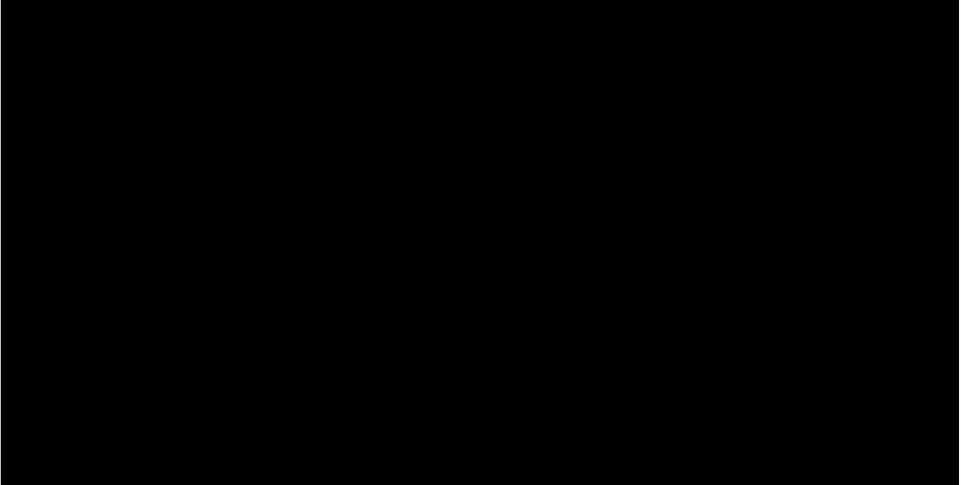
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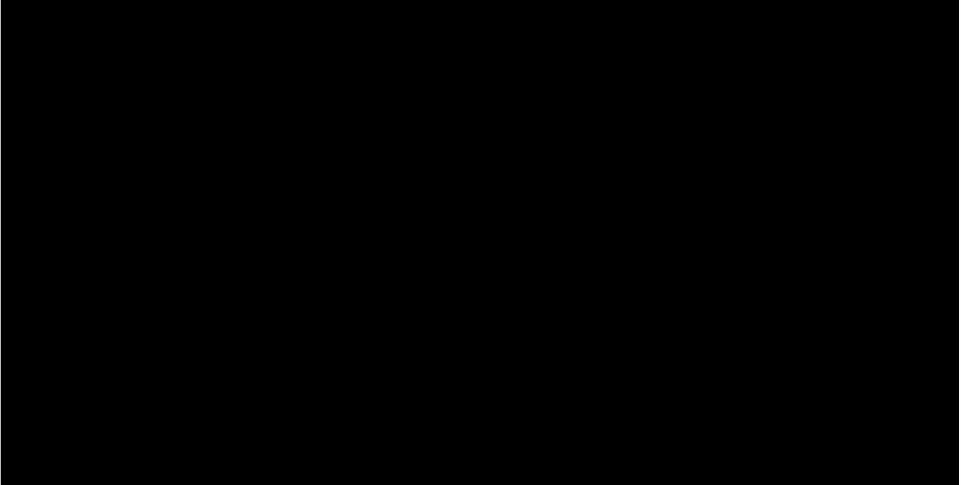
20.



21.



22.

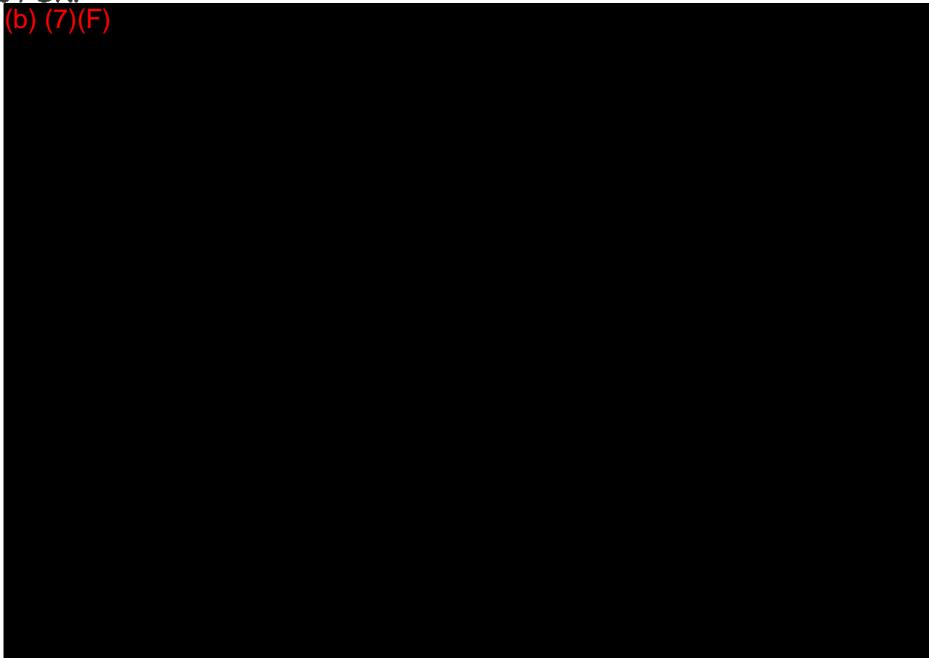


5.2 WINDOWS

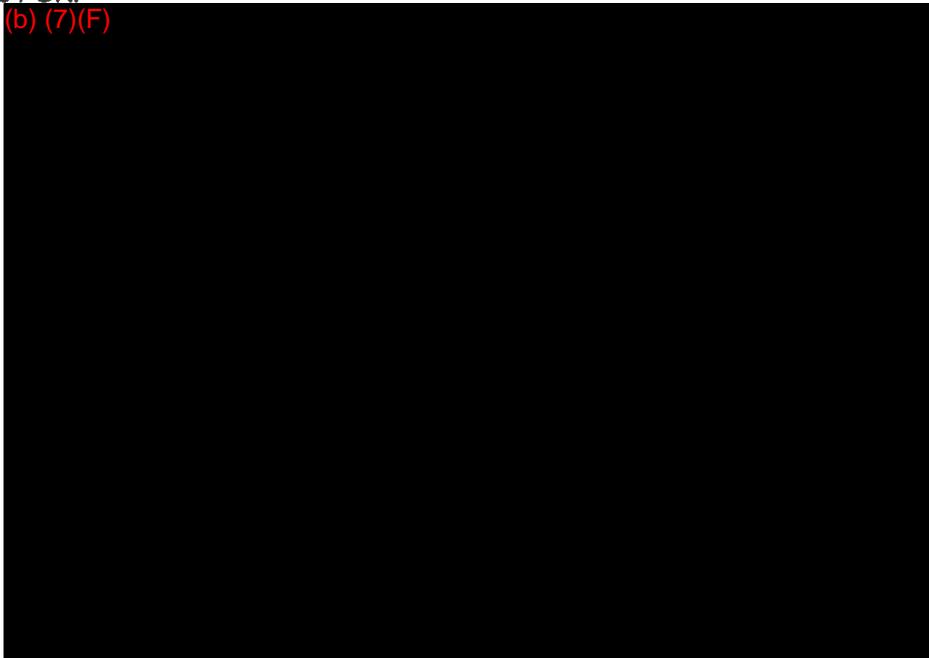
A. INTERIOR WINDOWS

The Lessor shall install INTERIOR WINDOWS as follows where designated within this POR:

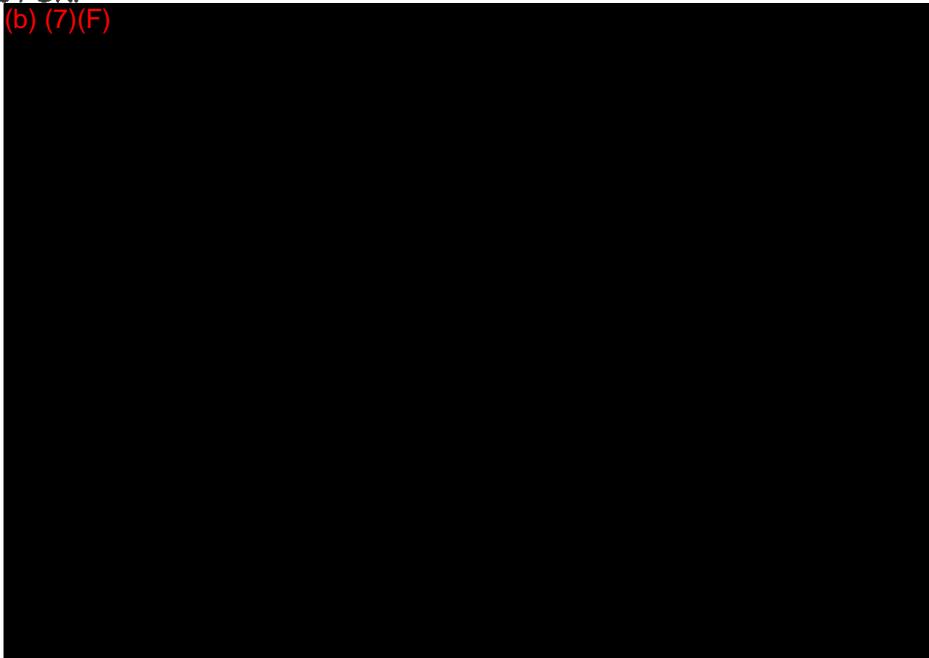
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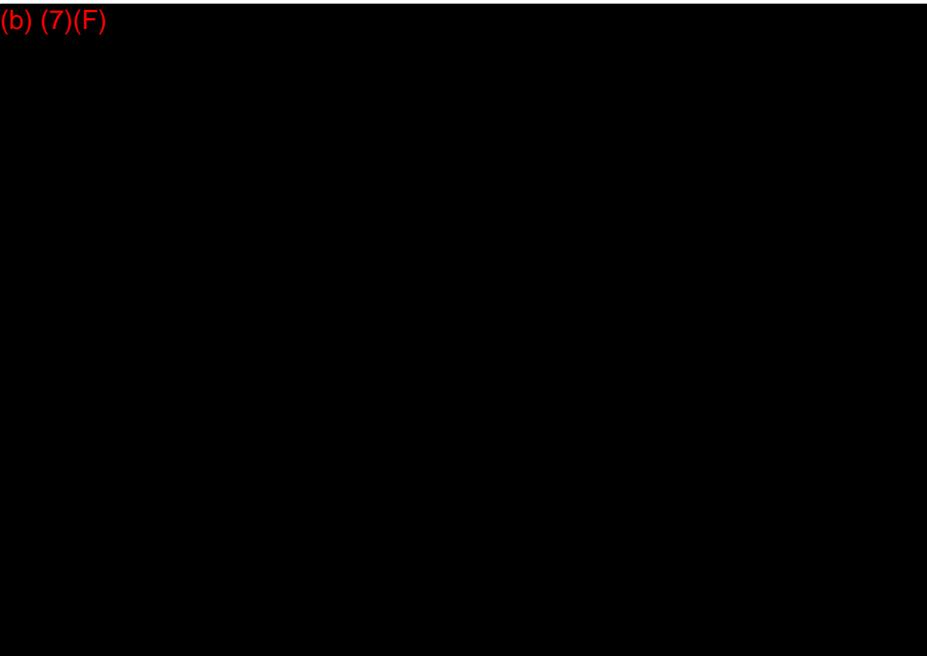


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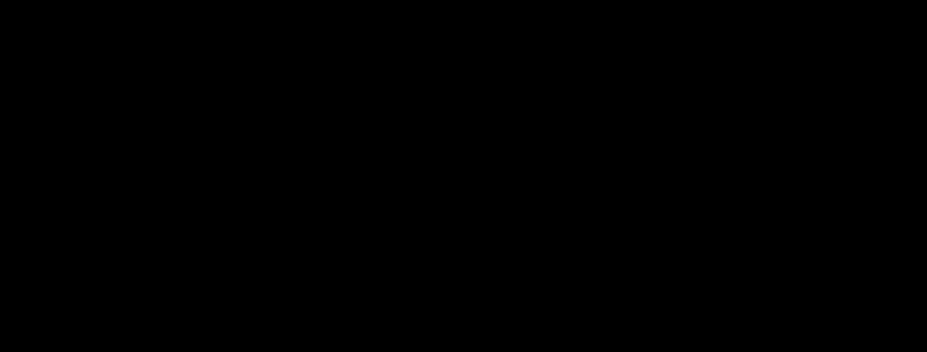


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4. (b) (7)(F)



5.



B. EXTERIOR WINDOWS: See SECURITY section in this POR.

5.3 WALLS

A. (b) (7)(F)

1. (b) (7)(F)



B. PLYWOOD

Where plywood is required for partitions and other security features, provide fire resistant plywood where required by code, and as follows:

1. (b) (7)(F)

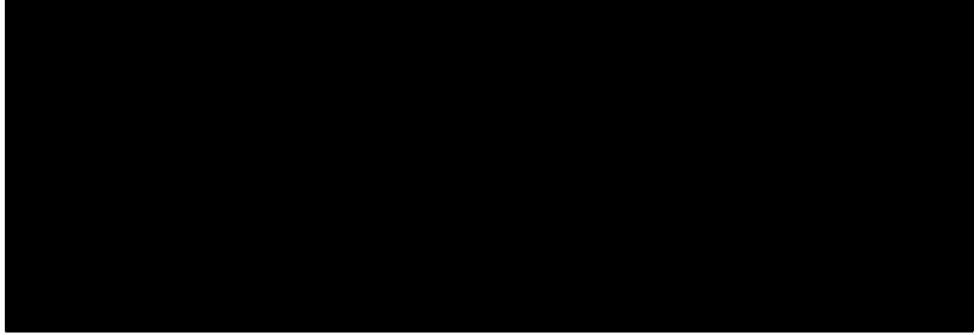
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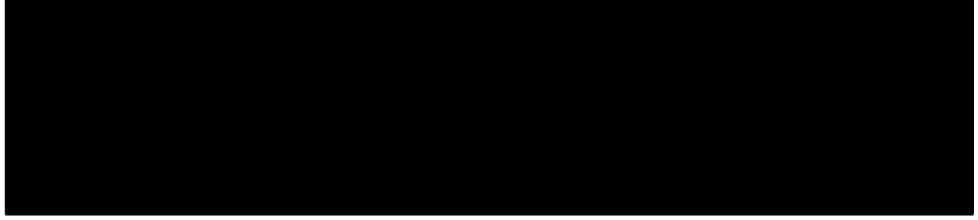


C. WALL(b) (7)

1. (b) (7)(F)



2.



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d. (b) (7)(F)

e.

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D. (b) (7)(F)

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5.4 MILLWORK

- A. All millwork shall meet AWI Premium Grade quality standards and be designed and constructed by a contractor with a current AWI quality certification. Lessor shall submit record of certification to government.
- B. All millwork base cabinets shall include at least one 6" deep drawer at underside of countertop unless specifically described otherwise.

C. (b) (7)(F)

D.

5.5 FINISHES

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- A. General: All rentable areas shall be finished to include the interior of core areas, building service areas, bare pre-cast, equipment rooms, general storage areas, Receiving Dock and service elevator lobbies, etc. Finishes shall include appropriate wall, floor, and ceiling finishes.
- B. All GWB partitions shall be finished as indicated in the diagrams, and include at a minimum one primer coat and two coats of paint.
- C. Refer to partition diagrams in this POR for additional finish requirements.
- D. Stairwells: All stairwells shall be finished and detailed using finishes and fixtures of similar quality as that of the standard office areas (i.e. painted drywall finish for walls, finished ceilings, carpet or carpet tiles for stairs and landings, acoustical tile or drywall ceilings at underside of all landings and half landings).
- E. The quality of finishes and construction in the Annex shall match those of the Office Building, except where otherwise specified in this POR.
- F. Lessor shall provide four different finish boards with proposed material and color schemes for Tenant review and selection.

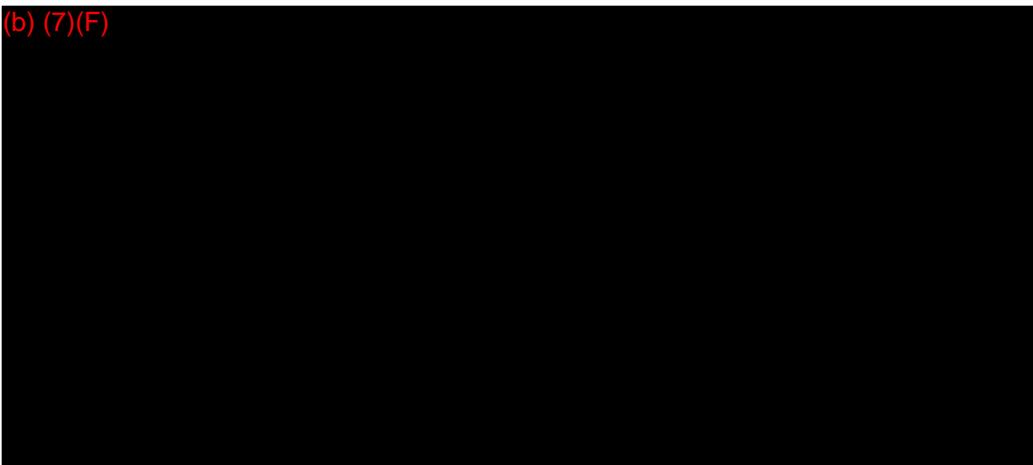
5.6 CEILINGS & VERTICAL CLEARANCES

- A. (b) (7)(F)

B.

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C. (b) (7)(F)



D.

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F.

5.7 CARPET

- A. The typical flooring for space throughout the Office Building and Annex shall be standard carpet tile, unless noted otherwise within this POR or the ROOM DATA MATRIX section of this POR.
- B. Upgraded carpet shall meet or exceed the following requirements:
 1. Pile weight shall be a minimum of 30 ounces per square yard for level loop or textured loop construction. Pile weight shall be a minimum weight of 36 ounces per square yard for level cut/uncut construction.
 2. Pile Height. The minimum pile height shall be .192 inch and a maximum of .330 inch.
 3. Ensure the carpeting specifications are in accordance with the RLP and Lease requirements.

5.8 SPECIALTY FLOORING

- A. Replacement. The Lessor shall replace the flooring, at no cost to the Tenant, prior to and during Tenant occupancy when it has curls, upturned edges, or other noticeable variations in texture. All repair and replacement work is to be done during business hours unless otherwise approved by the Contracting Officer.
- B. RESILIENT FLOORING:
 1. Flooring shall meet the following criteria:
 - a. Thickness. 1/8 inch minimum,
 - b. Pattern and color thru thickness of wear layer,
 - c. Wear layer full depth of material,
 - d. ADA compliant for slip resistance,
 - e. Minimum static load of 150 psi, and
 - f. Flooring may be tile or sheet
 - g. Consider non-vinyl options
- C. SCIF ROOMS:
An approved RF paint or foil may be used on the floor and deck above for all SCIF rooms if a metal deck pan is not used.

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D. TOILET ROOMS:

Terrazzo, unglazed ceramic tile, porcelain tile, or recycled glass tile shall be used in all toilet rooms unless another covering is approved by the Contracting Officer.

E. PARKING AND BAY AREAS:

1. Concrete flooring shall be provided in all parking and auto bay areas.
2. Asphalt shall not be an acceptable floor finish in any of these areas.
3. Heavy duty non-slip epoxy flooring and cove base shall be provided in all Annex automotive bay areas.
 - a. Flooring in the entire bay area shall be level for lift installation. Trench drain slope shall start beyond the bay areas.
 - b. Floor coating or finishes shall meet or exceed a slip resistance guideline of 0.50 under dry or wet conditions, as per ANSI A1264.2-2012, Provision of Slip Resistance on Walking/Working Surfaces. Where surface testing is performed, whether under wet or dry conditions, it shall be performed with a tribometer meeting requirements of ASTM F2508, Standard Practice for Validation, Calibration, and Certification of Walkway Tribometers Using Reference Surfaces, and operated in accordance with this standard.

F. RUBBER MATTING

The Lessor shall provide a colored, patterned, rubber floor system, specifically designed for physical fitness facilities similar to Hid N Lok by Pawling Corp. or an equal approved by the Contracting Officer where specified within this POR.

G. RAISED ACCESS FLOORING: Raised Access Flooring (RAF) shall meet the following requirements:

1. The Lessor shall provide a complete portable assembly of modular floor panels on an elevated support system, eight (8) inches deep, forming an accessible under floor cavity
2. The cable tray shall be easily accessible from the top when the panels are removed.
3. Floor panel. Provide 24"x24" panels size that are interchangeable with other standard field panels, easily located and removed without disturbing adjacent panels. Panels shall be easily removed using only panel lifting device. RAF shall be provided with stringers supporting each edge of each full panel, panels shall not be bolted to pedestals. Panels shall be steel, concrete filled.
4. Understructure. The system shall be quiet and applicable for general office environment.
5. Floor load. RAF system shall be capable of supporting a rolling load of 1,500 lb. Rolling load performance shall not exceed 0.04 inches of local and overall surface deformation.
6. RAF shall comply with NFPA 75 requirements for raised flooring, and GSA raised floor system design guidelines (PBS P-100 standard).
7. The completed floor system shall be rigid, free of vibration and rocking panels.
8. Provide to the Tenant a minimum of 5 panel lifting devices.
9. Floor finish shall be upgraded carpet tile and shall be staggered against the RAF panels to allow for a flatter finished floor.

5.9 PAINT

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- A. Prior to occupancy, paint shall be required on all walls including equipment rooms and general storage areas unless otherwise indicated within the finish schedule as approved by the Contracting officer, or otherwise noted on the ROOM DATA MATRIX section of this POR.
 - 1. Where feasible, reprocessed or consolidated latex paint with zero or low VOC shall be used in accordance with EPA's CPG on all painted surfaces. The type of paint shall be acceptable to the Contracting Officer.
 - 2. Wall paint shall be "satin egg shell" finish, not flat.
 - 3. Electrical power panels shall be painted in all locations, unless noted otherwise.

5.10 WINDOW COVERINGS

- A. All window covering submittals shall be submitted to the Government for review prior to ordering. A technical specification and warranty information sheet shall be included with window covering proposals.
- B. All windows, interior and exterior, shall be equipped with horizontal window blinds, unless specifically noted otherwise. Vertical blinds will not be permitted. Blinds must be opaque and shall not be permitted to have any perforations. Color selection shall be made by the Contracting Officer.
- C. Provide motorized black out shades in Rooms 1-8, 4-14, 10-42E, 12-65A, and 20-59A.

5.11 SIGNAGE

- A. Construction Signage: The Government shall reserve the right to review and approve the content and graphics of this signage. Other signage is not permitted unless approved by the Contracting Officer.
- B. Permanent Building Signage: Signage wording shall be determined by the Tenant. All signage shall be approved by the Contracting Officer prior to fabrication.
 - 1. Exterior signage: All exterior signage shall be provided by the Lessor. This signage shall include a monument sign, building signage indicating the tenant, building address signage, all directional signage required to easily navigate the facility. The building address, monument sign, and building signage shall be easily visible and legible from public approach. The building address, monument sign, and building signage shall be illuminated. The signage design shall be integrated into the overall building design, utilizing materials consistent with the design of the project. Signage quality and aesthetics shall be consistent with the building's quality level. The Government reserves the right to name the building. Signs shall be provided and installed in the visitor's parking area to alert the public to stringent towing policies and the removal of unauthorized vehicles. Warning signs advising of twenty-four hour surveillance shall be posted around the site, attached to the fence. Signs stating "Only one vehicle per green light" shall be posted on each vehicle gate, facing oncoming traffic. Sign locations to be verified with the Tenant prior to installation.
 - 2. Interior signage: The Lessor shall be required to provide room signage at each door and at each workstation throughout the interior space to identify all rooms, areas and workstations. The room signs shall be a minimum 6" wide x 4" high and at a minimum indicate room number and function name and have the capability to provide a slot for removable name plates. Workstation signs shall be sized to accommodate the workstation number and removable name plate of the occupant.

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Signage information such as room and workstation numbers and occupant's names (as applicable) shall be coordinated with, and approved by, the tenant. The Lessor shall provide samples of the proposed signage designs for the tenant's approval.

3. Provide an 8.5" x 11" frame on the egress side of all doors with X-10 locks for a Tenant provided sign.
- C. The Lessor shall maintain all signage in a like-new condition throughout the lease term.
- D. Provide perimeter signage on the fence which shall read, "US Government Property-NO TRESPASSING." Provide as needed around perimeter of fence. Coordinate location, quantity, and size of signage with the Tenant.

5.12 SPECIALTIES

A. CELL PHONE/LAPTOP STORAGE

1. ELECTRONIC STORAGE CUBBIES: shall be provided as open cubbies to accommodate cell phones and other electronic equipment, and shall not be of metal construction. The specific design and finish shall be approved by the Tenant during design. Mount cubbies above finished floor as required to meet ABAAS. Below the cubbies, provide a 6" deep counter for the width of the cubby unit with a wall-mounted wire mold mounted above for charging electronic equipment. Wire mold shall contain both electrical outlets and USB ports, which shall be spaced at 3" on center. Counter and wire mold shall meet ADA specifications.
 - a. Additional, lockable, cubbies shall be provided at a ratio of 1 lockable cubbie for every 10 open cubbies. Lockable cubbies shall be sized 16"x12"x12" and shall have transparent doors.
2. CELL PHONE LOCKERS: shall be provided in the VSF, Mini Check model from AMERICAN LOCKER SYSTEMS, or approved equal.
3. No electronic storage cubbies or cell phone lockers shall be recessed into a wall that is a sound insulated wall for STC requirements.

B. COAT HOOKS: Provide coat hooks for every private office. Hooks shall be mounted on the room side of the door at 5'-6" above finished floor.

C. MICROWAVE: Provide ADA compliant countertop microwave oven in all pantries and lounges meeting the following requirements:

1. Microware unit shall be 2.2 cu ft min,
2. Color shall be stainless steel,
3. Basis of design is GE model #PES7227SLSS.

D. MICROWAVE: Provide ADA compliant countertop microwave oven in VSF and Health Unit Room 68D meeting the following requirements:

1. Microware unit shall be 1.0 cu ft min,
2. Color shall be stainless steel,
3. Basis of design is Kenmore model #72123.

E. REFRIGERATOR: Provide full size ADA compliant side-by-side refrigerator in all pantries and lounges meeting the following requirements:

1. Refrigerator shall be 22.5 cu ft min,
2. Indoor ice dispenser,
3. Lesser shall connect to water supply,
4. Color shall be stainless steel,
5. Basis of design is GE model #GSE254SHSS.

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- F. REFRIGERATOR: Provide compact refrigerator in VSF meeting the following requirements:
1. Refrigerator shall be 4 cu ft min,
 2. Color shall be stainless steel,
 3. Basis of design is Kenmore model #94283.
- G. REFRIGERATOR: Provide under-counter refrigerators in Health Unit Rooms 68B and 68D meeting the following requirements:
1. Refrigerator shall be 2.4 cu ft min,
 2. Color shall be black, white or stainless steel,
 3. Basis of design is Kenmore model #99759.
- H. VACCINE REFRIGERATOR: Provide a vaccine refrigerator in Health Unit in Room 68B with the following features: Microprocessor temperature controller, digital temperature display, audible and visual high and low temperature alarms, average temperature cycle 41°F (5°C), keyed door lock, probe access port, magnetic gasket for positive seal, stainless steel door and exterior, high-density urethane foam cabinet and door insulation, cycle defrost, and back-up power.
- I. REFRIGERATOR: Provide commercial-grade refrigerator in Room 74A meeting the following requirements:
1. Refrigerator shall be 30 cu ft min,
 2. Temperature must remain between 2°C and 6°C,
 3. Must contain an audible alarm to signify when the unit falls outside of the indicated temperature range or loses electrical power. Alarm must be audible in the immediate vicinity of the unit, and must also notify Room 91A.
- J. FREEZER: Provide commercial-grade freezer in Room 74A meeting the following requirements:
1. Freezer shall be 30 cu ft min,
 2. Temperature must remain at -18°C or colder,
 3. Must contain an audible alarm to signify when the unit falls outside of the indicated temperature range or loses electrical power. Alarm must be audible in the immediate vicinity of the unit, and must also notify Room 91A.
- K. FOLDING ACOUSTICAL WALL: shall be MODERNFOLD Acoustiseal 932 series or equal approved by the Contracting Officer.
- L. PISTOL LOCKERS: Shall be AMERICAN LOCKER SYSTEMS, Pistol Locker Wall Mount Keyless or equal approved by the Contracting Officer.
- M. All drinking fountains in Tenant space shall be Elkay #LZSTL8WSLP or equivalent, bottle filler station with bi-level ADA drinking fountain.
- N. COFFEE MAKER: Provide Coffee Maker in Rooms 61A and 115 that meets the following requirements:

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1. Shall have capability for direct water line plumbing
2. Basis of Design: Keurig K3000SE
- O. WASHER and DRYER: Provide matched pair electric washer and dryer in Room 126C that meet the following requirements:
 1. Washer shall have a capacity of 3.7 cu ft min
 2. Dryer shall have a capacity of 7.5 cu ft min

5.13 FLOOR LOADING DESIGN CRITERIA

- A. All building loads (live and dead) shall meet the more stringent of the following design criteria, International Building Code (IBC) (current edition), applicable local building codes or ANSI/ASCE 7-16:
 1. The Office Building shall be designed for a minimum (allowable) live load of 100 pounds per square foot (psf) plus a 15 psf partition live load, or the live load required by governing codes and standards, whichever is greater.
 2. Roof live load shall be in accordance with building codes cited above.
 3. Receiving Dock areas shall be in accordance with building codes cited above.
 4. High density file and storage areas identified in the room data matrix shall be designed for a live load capacity of 250 psf. Floors connecting the loading dock, service elevator, and all rooms indicated as heavy floor loading on the RDM shall be designed for a 250 psf floor load capacity.
 5. All members when subjected to the full design live loads shall not have a live load deflection greater than L/360.
 6. The Office building, Annex, Parking structure, and VSF shall be designed for Wind, Seismic, and all other applied loading in accordance with the building codes and standards cited above.
 7. Specialty vehicle parking areas shall be designed to accommodate the weight of the heaviest vehicle (Refer to section 4 of the POR) to be parked and the loading required by governing codes and standards, whichever is greater.
 8. Live load reduction is not permitted for:
 - a. Horizontal framing members,
 - b. Transfer girders supporting columns,
 - c. Or columns or walls supporting the roof where mechanical equipment can be located.
 9. Live load reduction is permitted where allowed by the unaltered IBC, latest edition, for design of foundations and for design of columns or walls that do not support framing bays that will accommodate heavy mechanical equipment.
 10. The minimum live load at floors supported by slab-on-grade shall be 150 psf which includes a 15 psf partition live load, or the live load required by governing codes and standards, whichever is greater.
 11. The building shall have the capacity to accommodate GSA Class 6 safes, which generally have a footprint of approximately 19 inches by 28 inches, and can weigh over 500 lbs empty, throughout the building. A general rule of thumb would be to assume one safe per private office. Specific placement and number of safes shall be coordinated with the Tenant during the DID Phase.

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6.0 MECHANICAL

6.1 DESIGN INTENT

- A. This specification defines the performance requirements of the mechanical systems. It is the intent of this document to require a cost effective system that provides the following:
 1. A reliable energy-efficient house cooling and heating system that is consistent with industry standard "class A" office space. This system shall provide for the comfort needs of the individuals occupying the building during normal business hours.
 2. A separate, redundant mechanical system for those areas of the building requiring continuous air conditioning. This system shall be supported by essential power and shall operate normally in the event of a utility power outage. This system shall also maintain the areas housing electronic equipment within stringent temperature and humidity levels.
 3. A safe work environment that will protect against the ongoing terrorist threat.
 4. A secure environment that will allow the tenant to conduct business in a confidential manner.
- B. The information presented here is not intended to replace the design analysis. Mechanical systems shall be designed on a case by case basis with consideration given to cost, location and the specific program requirements found in the Room Data Matrix.
- C. The tenant reserves the right, at its sole discretion, to reject any proposed mechanical system at the time of the offer. Furthermore, the acceptance of the offer shall not relieve the Lessor of the responsibility to conform to the RLP and POR.

6.2 DEFINITIONS

Capacity Component: Any active component of the mechanical system (except *terminal devices* as defined below) that is directly involved in transferring heat either into or out of the building. Common examples include but are not necessarily limited to the following: air handlers serving multiple rooms, chilled water pumps, condenser water pumps, refrigeration compressors, dry coolers, make up water supply systems, condensers, boilers, and boiler pumps serving multiple rooms and cooling towers.

Critical Room: Any room that requires redundant terminal devices that condition the room continuously 24 hours per day, 365 days per year for the full term of the lease.

Distribution device: Any passive component of the mechanical system dedicated solely to moving heat into or out of the building. Common examples include but are not necessarily limited to the following: piping, ductwork, and exhaust vents.

Equipment Room: Any room whose primary purpose is to house electronic equipment.

24/7: Denotes rooms requiring continuous operation 24 hours per day, 7 days per week throughout the full term of the lease.

N+1: Redundancy: HVAC system redundancy requirement where specified, where N is equal to the number of capacity components required to meet the design requirements. For N+1 redundancy, provide one additional capacity component of equal capacity of one capacity component to meet the HVAC system demand when one unit is down due to failure or maintenance. Example: If two 50% system components are required to meet the design

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HVAC requirements, provide a third equivalent 50% capacity component to operate in sequence with either of the other two capacity components.

Receiving Area: The area comprised of the Loading Dock, Mail Receiving Room, and any other areas that are dedicated solely to the processing of incoming mail and deliveries.

Service Downtime: Service Downtime is any unplanned interruption in any building service provided by the Lessor in accordance with the terms of the lease. Service Downtime is measured as the total, cumulative length of time of unplanned interruption occurring in a calendar year. For the purpose of calculating the amount of downtime, the calendar year shall begin on the date of substantial completion as defined in the lease agreement. Downtime shall be measured from the time the loss of service is reported to the Lessor to the time the service is restored.

System: All components required to condition the leased space. These components shall include, but shall not necessarily be limited to, the complete control system, all capacity components, all terminal devices and all distribution devices.

Terminal Device: Any active component of the mechanical system that is located inside or in the vicinity of the zone and that is directly involved in conditioning the air inside the building. Terminal devices are necessarily limited to a single zone. Common examples include but are not necessarily limited to the following: air handlers serving a single zone, air conditioners serving a single zone, condensers serving a single zone, fan coil units, variable air volume boxes, and computer grade air conditioning units.

Zone: Any contiguous rentable area that is capable of being thermostatically controlled independently of all other rentable areas in the building.

6.3 NOT USED

6.4 HVAC

A. Energy Supply

1. All existing building HVAC systems shall be at least 10% more efficient than an equivalent system that meets the minimum requirements of the latest edition of the ASHRAE 90.1, without amendments.
2. For new construction, reduce the energy use by 30 percent compared to the baseline building performance rating per ANSI/ASHRAE Standard 90.1-2007, Energy Standard for Buildings Except Low-Rise Residential. For major renovations, reduce the energy use by 20 percent below pre-renovations 2003 baseline. Submit simulation of the energy calculations following Appendix G of the ASHRAE Standard 90.1 showing compliance with the standard.
3. Submit the State required Energy Code calculations following Appendix G of the ASHRAE Standard 90.1 showing compliance with the standard.

B. Heating, Ventilating and Air Conditioning Systems

1. All HVAC systems shall provide ventilation in accordance with the latest edition of ASHRAE Standard 62.1 and Interagency Security Committee (ISC). The outdoor air intakes shall be located in an inaccessible location or secured as required by the ISC to inhibit the direct insertion of contaminants. Outdoor air intakes also shall be located and maintained to prevent any cross-contamination from the building exhausts, building relief air, plumbing vents, standing water, vehicular exhausts, or

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similar exhausts or discharges. Lessor must obtain proper access to all ISC documents required.

2. Any air handling device that either conditions or mixes raw outdoor air with re-circulated air shall be equipped with MERV 13 filters as tested in accordance with ASHRAE 52.2.
3. Any terminal device or air handler that does not condition or mix raw outdoor air with re-circulated air shall be equipped with MERV 8 filters as tested in accordance with ASHRAE 52.2.
4. The outdoor design temperature for all cooling systems shall be the 2 percent dry bulb and the corresponding mean coincident wet bulb temperature as listed in the latest edition of the ASHRAE Handbook "Fundamentals".
5. The outdoor design condition for evaporative cooling equipment shall be the 2 percent wet bulb temperature as listed in the latest edition of the ASHRAE Handbook, "Fundamentals".
6. The outdoor design temperature for all heating systems shall be the 99.6 percent dry bulb temperature as listed in latest edition of the ASHRAE Handbook "Fundamentals".
7. All HVAC systems servicing normally occupied areas shall maintain the indoor conditions in accordance with Table 6.1. All other spaces shall be conditioned in accordance with the latest edition of ANSI/ASHRAE Standard 55. Humidification and dehumidification equipment may be required depending upon local environmental conditions.

Table 6.1

Indoor Design Conditions

Type of Area	Summer (DB) ^{1,3}	RH ^{2,3,4}	Winter DB ^{1,3,8}	RH ^{2,3,4}
General office ⁷	22 (72)		22 (72)	
ADP, computer and information technology equipment rooms ⁵	22 (72)	45	22 (72)	30
Corridors	22 (72)		22 (72)	
Toilets	22 (72)		22 (72)	
Communication Closets	22 (72)		13 (55)	
telecommunications frame room ⁵	22 (72)	45	22 (72)	30
Storage Room (Including Evidence Storage)	22 (72)		22 (72)	
Gun Vault/Ammunition Storage ⁹	22(72)	40	22(72)	40
Conference Room ⁶	22 (72)		22 (72)	
Emergency generator room	40 (104)		18 (65)	

1. Dry bulb (DB) temperatures are degree Celsius (Fahrenheit) to be maintained at +/- 1°C (+/- 2°F) of set point.

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2. The maximum permissible relative humidity is 55 percent for all spaces unless otherwise noted.
3. Dry bulb and relative humidity are to be maintained at 150 mm (6 inches) to 1,800 mm (6 feet) above the floor.
4. Relative humidity shall be maintained within +/- 5 percent RH of set point in spaces.
5. Shall comply with ANSI/TIA Standard 569-D.
6. Provide independent temperature control.
7. In locations or seasons of high relative humidity, the system shall be designed to limit the indoor ambient temperature after normal business hours to no higher than 78 °F.
8. HVAC Systems shall be started ahead of normal business hours as needed to maintain operating temperatures that are within design limits at the beginning of each working day.
9. Provide humidity control to limit the relative humidity to no greater than 40%
8. The Lessor shall submit load calculation summary sheets for each room/area of the building listed per the RDM room numbers and every HVAC system. The sheets shall include loads for cooling, heating, and ventilation (outside air) for each room or area included in the RDM. The calculations shall meet the guidelines of the latest ASHRAE Fundamentals handbook and AHRAE62.1. Sound calculations shall meet the guidelines in the latest ASHRAE HVAC Applications hand book.
9. Adequate maintenance access shall be provided for all HVAC equipment service. Comply with all manufacturer clearance requirements.
10. All HVAC systems shall be capable of being operated normally, without any manual intervention, 24 hours per day, and 365 days per year. Although the parts of the building not served by the 24/7 system will normally be unoccupied after normal working hours, it shall be the sole discretion of the tenant to decide when these rooms are to be conditioned. The air conditioning to these rooms shall be capable of being turned on and off by the tenant from the control workstation located in Room 91.
11. Design all HVAC systems so that the space RC is equal to or less than those listed in 2011 ASHRAE Applications, Chapter 48, Noise and Vibration Control, Table 1, Design Guidelines for HVAC-Related Background Sound in Rooms.
12. No HVAC equipment shall be installed above the ceiling over executive offices, conference rooms, interview rooms, and polygraph rooms. Provisions shall be made to minimize noise levels and vibration for these rooms to prevent interference with room usage.
13. Lessor shall provide complete equipment schedules for all the HVAC equipment included in the project; including but not limited to chillers, pumps, rooftop equipment, terminal units, diffusers, etc.

C. Maintenance

1. The Lessor shall be responsible for repairing, servicing and performing preventive maintenance for all HVAC systems. Conform to all of the manufacturer's

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recommendations that improve system reliability. Make every effort to avoid the potential for equipment failures. The Lessor shall test the 24/7 system to confirm proper operation of mechanical equipment including operation with generator power.

D. Distribution Systems

1. Where the program requirements indicate a sound rated partition (Partition Type A2, A5, A5S, A6, or A7), a sound-lined air transfer duct (Z-duct) or sound attenuator shall be provided as required to provide a return air path. The air velocity through a Z duct return shall not exceed 400 feet per minute and shall not exceed a total pressure loss of 0.025 inches of water at full design air flow. Sound attenuation performance shall be determined at actual job conditions to verify that normal conversations cannot be overheard on the unsecure side of the wall. For rooms with partition type A5 at mantraps, the Z-Duct shall be contained in the ceiling space of the room on the secured side. Refer to detail entitled Z-Duct in the Diagrams section of this POR for specific requirements.
2. All duct penetrations and air relief penetrations which are larger than 96 square inches in area, through Wall Types designated in the Diagrams Section, shall be secured with man bars as described in this POR. Refer to Section 10 regarding specific man bar requirements.

E. Controls and Instrumentation

1. All building systems shall have a fully functioning, distributed, building automation system capable of automatically operating and monitoring all equipment and processes.
2. Remote access to the building automation system shall be strictly prohibited. Systems shall not be connected in any way to any other facility. Wireless communication between the devices within the facility is also strictly prohibited.
3. (b) (7)(F)

4.

5. The system shall automatically recover from a power outage. All customized control loops and set points shall automatically load after a power outage. If a single

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component in the system fails, including the control workstation, all other components shall operate normally.

6. The Building automation system shall have an emergency fan off command (EFO) that will shut down the fans and mechanical ventilation equipment to isolate the interior of the building from the outside environment. This feature will be used only in an unlikely emergency situation but it will be tested during building commissioning. The Room 91 BAS control workstation shall have a graphic HVAC summary page with a single button that can be activated to quickly and automatically shut down all Ventilation components within the building. These components include, but are not limited to, exhaust fans, intake fans, air handling units, make up air fans and heat recovery units. All outside air and exhaust dampers shall be closed after fans are shut down. An orderly and automatic restart button shall also be required.
7. At the time of initial occupancy, the capacity of any individual communications trunk line and any individual local area network shall not exceed 75% of its rated capacity. The complete system shall be capable of accepting the remaining points without any revisions or additions to the control system and its components.
8. An individual thermostat control shall be provided for open office areas not to exceed 1,500 ANSI/BOMA Office Area square feet. Open office areas shall not be combined with closed office areas. Interior control zones for closed office areas shall not exceed 3 offices per zone. Corner offices shall be dedicated zones. Perimeter zones shall be controlled independently of interior zones and shall have at least 1 thermostat for each facade of the building with a different orientation, and no more than three private offices with same orientation in one zone. Independent zones shall be provided for equipment rooms, conference rooms, lobbies, atriums, kitchen areas, lounges, and physical fitness areas.
9. Systems serving areas in which the Room Data Matrix indicates as being 24/7 shall be capable of being controlled independently of all other building systems.
10. Systems serving areas in which the Room Data Matrix indicates as being 24/7 shall be on essential power and shall operate normally in the event of a power outage.
11. The HVAC design shall include a detailed HVAC point list
12. A color graphic interface display shall be supplied as depicted in the mechanical drawings for each floor plan and for all HVAC systems. The display shall contain all HVAC points listed in the HVAC point list. The graphic display shall allow for set point changes on all HVAC points. The provided HVAC graphic package shall provide dynamic capabilities such as animation, color changing and flashing. The HVAC graphic shall display graphics with real-time controller field point data which allows the building operators to command and update points from the graphics.
13. A live demonstration of the graphic package shall be shown to the Tenant engineer prior to the installation. The Tenant engineer shall be allowed to ask for and receive modifications to the graphics and points without additional cost.

F. Receiving Dock, Visitor's Lobby, and Room 27-51

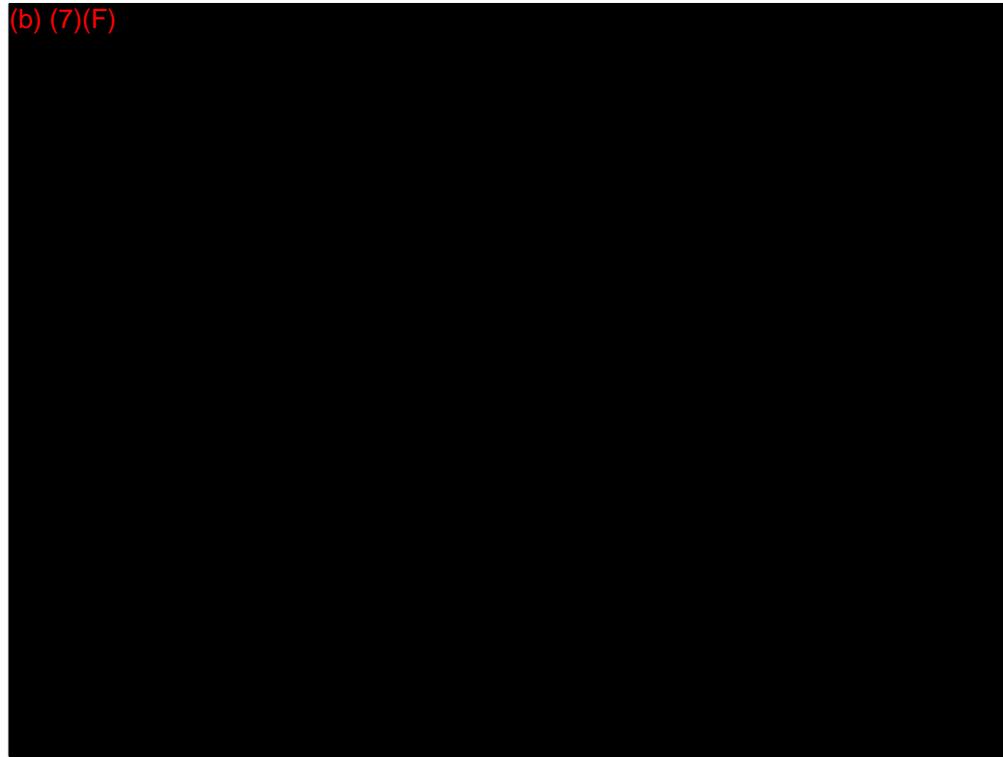
The mechanical systems for the Receiving Dock and Room 27-51 shall comply with the following requirements in addition to all of the other requirements found in the RLP/LEASE and POR.

1. (b) (7)(F)

- 2.

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G. 24/7 HVAC System Requirements

The mechanical systems serving those areas designated in the POR as being "critical" and "24/7" shall meet the following additional requirements.

1. The Lessor shall provide dedicated, N+1 redundant HVAC capacity components (see 6.2 Definitions), as part of the general building system, that operates 24 hours per day, 365 days per year. This 24/7 system shall provide continuous cooling for rooms designated as either critical or 24/7 in the POR. The capacity components shall operate normally in the event that any one capacity component fails.
2. In the event of a capacity component failure, the 24/7 system utilizes capacity components from the base building system to satisfy the redundancy requirement. The base building system shall be properly sized for both base building and 24/7 cooling loads concurrently. Any loss of cooling in any part of the building due to a failure of any single capacity component belonging to the 24/7 system shall not be allowed.
3. The 24/7 system shall be capable of operating normally, without any manual intervention, 24 hours per day, 365 days per year. All 24/7 system shall be on essential power. The system shall operate normally in the event of an electrical power outage. If the base system is used as a 24/7 backup component it shall be on essential power.
4. The capacity components and distribution devices shall be flexible enough to accommodate changes required to meet the tenant's future requirements. The equipment shall be capable of accommodating an increase in overall system load of 25% without any modifications to any capacity components or distribution device.
5. The system serving any room designated as critical shall comply with the following additional requirements:

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- a. The system shall operate normally in the case of a fire alarm event in any other portion of the building.
- b. Each room shall be conditioned by N+1 redundant terminal devices. The terminal device shall operate normally in the event that any one unit fails. The terminal devices shall consist of multiple floor mounted Computer Room Air Conditioning (CRAC) units. The CRAC units shall be sized so that the failure of any one unit will result in a 100% cooling capacity available to satisfy the room cooling load. The CRAC units shall be provided with variable frequency drives (VFD) to ensure the proper handling of the cooling requirements.
6. The 24/7 system shall have a single, non-redundant, distribution system in accordance with the Uptime Institute Tier II classification. The terminal devices (CRAC units) shall be ducted to a common distribution header that will supply the cold aisles. Ductwork distribution shall be designed to ensure that the air is supplied uniformly across the cold aisle. The hot aisle return shall be ducted to a common header for all terminal devices to ensure that the heat is efficiently removed from the aisle.
7. Manual intervention shall not be required for continued operation in the event of a capacity component failure. Following a loss of offsite electrical power, some components (i.e., chiller compressors, etc.) may shutdown and require a delay period prior to automatic restart on the essential power system. However, the redundant capacity component shall be fully operable from the emergency diesel generator, and shall start no later than 15 minutes after a capacity component failure. Automatic restart of all 24/7 system capacity components and terminal units that shut down after an offsite power failure shall occur within 15 minutes after shutdown.
8. Manual intervention shall not be required for a minimum of 40 hours during a loss in service from any public utility. Public utilities include, but are not necessarily limited to the following: electricity, water, and natural gas.
9. The additional cooling (WSF) indicated in the room data matrix includes only the sensible electrical equipment loads. All rooms shall be provided with ventilation and cooling required due to occupants, lighting, and exterior heat loads.
10. The Lessor shall provide a utility room adjacent to Room 7-100A/B, which shall contain the UPS and the terminal units service the Room 100. The terminal units shall have the capacity to provide cooling to both the Room 100 and the UPS equipment.

H. Systems Testing and Balancing

1. A final testing and balancing report shall be submitted to the Tenant indicating the results of testing the system's distribution system. The report shall be signed and sealed by a testing and balancing engineer certified by the Associated Air Balance Council (AABC) or the National Environmental Balancing Bureau (NEBB). Delivery of testing and balancing report to the Government shall be required no less than two weeks before the Government will certify substantial completion.
2. The Lessor shall provide instruction to the Tenant designated employees in the proper operation and utilization of the system. The Lessor shall demonstrate all modes of operation of the system to the Tenant or the Tenant's representative.
3. Lessor shall provide factory certification that the HVAC system is installed and operating properly per sequence of operation. The Lessor shall notify the government at least 5 working days in advance for commissioning of HVAC system.
4. TAB contractor shall provide independent certified instruments and technicians to support the building controls. Contractor to calibrate all BAS system meters and sensors.

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6.5 VERIFICATION

- A. The Lessor shall guarantee that all leased space designated as 24/7 shall have a Service Downtime less than 24 hours per year. In the event that the Service Downtime is 24 hours or greater, the lesser shall credit the tenant 2% of the total monthly rent for each additional 60 minutes per year, or fraction thereof, of downtime (the penalty in any one month shall not exceed 50% of any one month's rent).
- B. The Lessor shall guarantee that all critical rooms shall have a Service Downtime less than 60 minutes per year. In the event that the Service Downtime is 60 minutes or greater, the lesser shall credit the tenant 2% of the total monthly rent for each additional 30 minutes per year, or fraction thereof, of downtime (the penalty in any one month shall not exceed 50% of any one month's rent).
- C. The Lessor shall guarantee that all other normally occupied areas of the building shall have Service Downtime less than 72 hours per year. In the event that the Service Downtime is 72 hours or greater, the Lessor shall credit the tenant 2% of the total monthly rent for each additional 36 hours per year, or fraction thereof, of downtime (the penalty in any one month shall not to exceed 50% of any one month's rent).

6.6 COMMISSIONING

- A. The Lessor shall provide a plan for the performance testing and commissioning of the System to the Tenant for approval.
- B. The Lessor shall verify the functional and operational performance of all parts of the System. All tests and inspections required to verify the functions and operations shall be fully documented by the Lessor and submitted to the Tenant prior to final occupancy. These tests shall prove that all modes and sequences of operation are correct and functioning properly.
- C. Systems commissioning shall be performed by a qualified independent third party Commissioning Agent contracted by the Lessor.
- D. After completion of the commissioning report, the Lessor shall demonstrate the operation of HVAC system to the Tenant's engineer including the 24/7 system. The Lessor shall furnish at least 5 working days notice to the Tenant prior to the test.
- E. Refer to Appendix 4 for additional mechanical commissioning requirements.

6.7 NOT USED

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7.0 ELECTRICAL

7.1 ELECTRICAL GENERAL

- A. Coordinate locations of power receptacles serving specific equipment such as copiers, wall mounted televisions, CATV outlets, etc., to allow efficient placement and concealment of cabling wherever possible.
 - 1. Wall mounted televisions and monitors should use a Legrand – Flat Panel TV Connection Kit HT2102-WH-V1 or equivalent.
 - 2. Lessor shall coordinate data, power, and telephone locations with the final furniture plans, and include these locations in the final 100% TI Construction Documents.
 - 3. Outlets installed for charging electronic equipment, such as at electronic storage cubby locations, shall have electrical and USB outlets.
- B. All branch circuit wiring shall consist of copper conductors. Conductors for branch circuits shall be sized to prevent voltage drop exceeding 3 percent at the farthest receptacle.
- C. Convenience outlets shall be circuited separately from the lighting.
- D. The emphasis of the power distribution design for this facility shall be to provide reliable power distribution to the facility. Power distribution systems shall be protected by integrating transient voltage surge suppression systems.
- E. The Lessor shall provide a sample of all electrical device(s) such as public address speakers, fire alarm devices, environmental sensors and occupancy detectors to the Tenant Agency for testing and approval prior to purchase and installation. Lessor shall allow ten weeks for testing process and shall incorporate this into the project schedule.
- F. All conduit shall be concealed in walls, floors, or ceilings unless otherwise noted.

7.2 UTILITY GENERAL

- A. The service entrance feeders entering the building shall be underground and protected from damage.
- B. The Lessor shall provide a telephone duct bank, 4" conduit with pull strings, from the Office Building to the nearest telephone manhole.
- C. The Lessor shall provide two (2) data duct banks of 4" conduit with pull strings, from the Office Building to two (2) independent manholes to provide service to the building.
- D. The Lessor shall bring cable TV service into the Office Building and Annex with connection points in all Room 98's on each floor of the Office Building and the Annex.
- E. The Lessor shall not use any Tenant required conduits for their unintended use
- F. Location of Utilities and Feeders: Locate utility systems at least 25 feet away from loading docks, entrances, and uncontrolled parking, or implement standoff, hardening and venting methods to protect utilities from the blast threat at these locations.

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7.3 POWER GENERAL

A. (b) (7)(F)

1. (b) (7)(F) Distribution System.
a. (b) (7)(F)

b.

c.

2. (b) (7)(F) Distribution System.
a. (b) (7)(F)

b.

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(b) (7)(F)

c.

- B. An additional 25% spare capacity shall be included in the switchgear calculations and equipment to account for future expansion.
- C. All electrical panels shall be located only in an electrical closet unless otherwise specified. All electrical panels shall have door-in-door, lockable hinged panel cover.
- D. All branch circuit shall be copper in conduit with unshared ground and neutral wires. The receptacles serving the office equipment and computers shall be provided with their own unshared neutral.
- E. All receptacle and switch cover plates shall be brushed stainless steel type. Provide circuit numbers on face receptacle faceplates.
- F. For all rooms, a minimum of one duplex outlet shall be installed per wall, unless otherwise specified in the Room Data Matrix.
- G. Remote monitoring from outside the facility of building automated systems within FBI space is prohibited, except for fire/life safety systems.
- H. The service shall be designed to provide a reasonable degree of protection from a prolonged electrical outage.
- I. All outlets on UPS power shall be blue.
- J. Provide circuit numbers on receptacle faceplates.
- K. AC Power for SCIFs shall be routed to a Breaker Box mounted inside the SCIF. Before being distributed throughout a SCIF, the AC power will first pass through a bandpass filter, of quality comparable to that available from Lindgren, located inside the SCIF Breaker Box

7.4 GROUND BUS SYSTEM

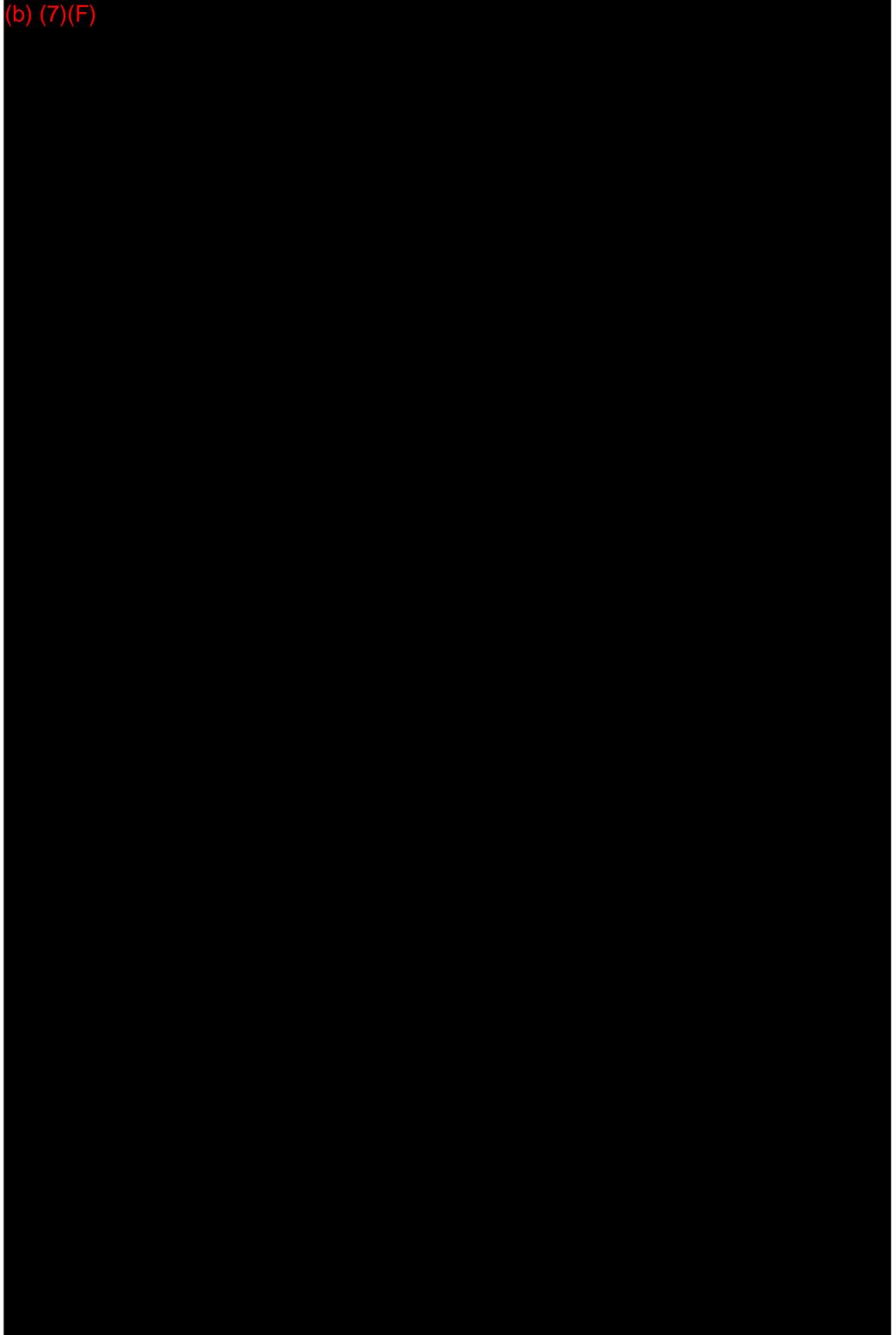
- A. (b) (7)(F)

- B. Provide a grounding bus bar in the communications closets that is connected to the same grounding plane as the incoming electrical service.

7.5 DATA CABLING DISTRIBUTION SYSTEM

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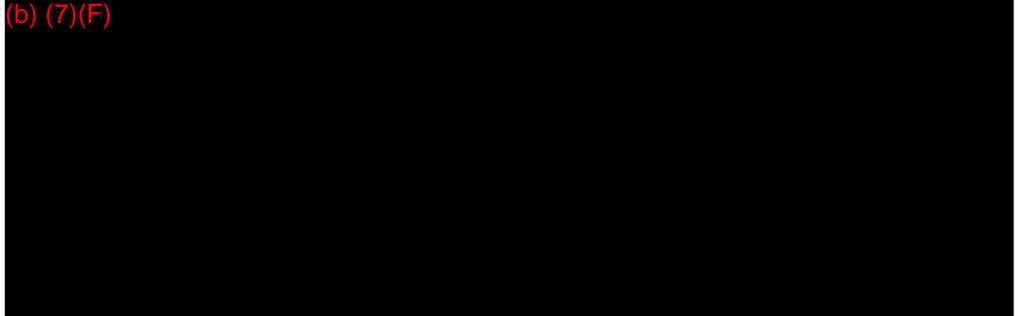
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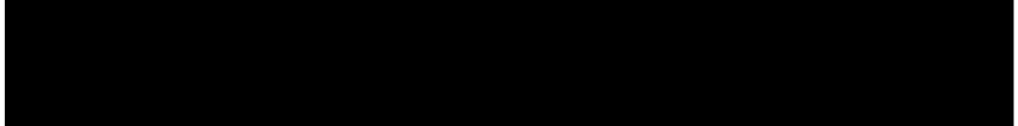
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7.6 ELECTRICAL, TELEPHONE, DATA FOR OPEN WORKSTATION FURNITURE

- A. The Lessor shall provide integrated data/telephone boxes and electric junction boxes for the base feed connections to the systems open workstation furniture. The junction boxes shall align with the spine of the modular furniture sets. Lessor is responsible for coordination of electrical with furniture layout, as provided by Tenant's furniture vendors.
- B. The Lessor shall provide CLUSTER GROUPs for electrical and integrated data/telephone connections into open workstation furniture. A cluster group shall consist of (1) data/telephone junction box with 2" electrical metallic tubing (EMT) conduit, and (1) electrical junction box with 1" EMT conduit. The data/telephone, and electrical junction boxes shall be a (nominal) 4" square box by 2-5/8" deep with EMT conduit stubbed 6" above the ceiling for each outlet. Each grouping of 4 workstations shall require an 8-wire, 4 circuit electrical feed. Cluster groups at workstations shall be provided on the basis of one (1) cluster group per four (4) workstations; however, actual amount will be determined at time of layout.
- C. Where open workstation furniture does not abut a wall or column, data/telephone and power shall be provided by the Lessor via power poles or floor box/core drill. The Lessor shall coordinate locations with the Tenant.
- D. The open workstation furniture typically installed is pre-wired to accept an eight (8) wire, four (4) circuit 2+2 system (i.e. 8 wires grouped into 2 multi-wire branch circuits each having 2 SHIELDED phase wires + oversized shared neutral wire + shared equipment ground wire).The (4) circuits shall be dedicated.
- E. The pre-wired system shall be used by the contractor to provide shielded power to system open workstation furniture.
- F. Base feeds (whips), as required by the final furniture layout, shall be provided by the Lessor. The Lessor shall make the final branch circuit electrical connection from the base feed to the furniture and trim excess whip length.
 - 1. In non-SWE areas, whips shall be poke-thru from the floor below and whip into the systems furniture under the desk.
 - 2. In SWE areas, conduit shall be located within the floor slab into shallow floor boxes to provide furniture to workstations.
- G. For printer stations that are located at the end of the furniture systems, provide power using the furniture whip. A printer station requires two dedicated circuits that can be combined with whip feeding adjacent workstations if power allows. Otherwise, provide a

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separate 8 wire whip for the printer stations.

- H. For each tech workbench, provide a dedicated circuited floor box/core drill for the power, located at the corner of the bench. The data/telephone shall be fed from the wall as described above.
- I. For the conference room table, provide a dedicated circuit feeding multiple floor boxes or poke thru for power that includes data/telephone. For medium size conference rooms, provide two floor boxes. For large conference rooms, provide three floor boxes. Floor box locations to be specified during design.

7.7 TELECOMMUNICATIONS SYSTEM

- A. The Lessor shall provide a single data/telephone junction box 4" square by 2-5/8" deep with 1-1/2" EMT conduit with insulated bushing stubbed 6" above finished ceiling for each outlet. Pull strings shall be provided. There shall be a 7-inch clearance from the center line of the 4" square box. The Lessor shall provide a horizontally mounted single gang reducer. The Lessor shall provide cover plates capable of accommodating six data outlets per box. Cover plates shall match those provided for electrical outlets and light switches in style and color.
- B. Unless noted otherwise, the Lessor shall be responsible for design, procurement, installation, termination, and testing of all data/telephone and low voltage security-electronics cabling for the project.
- C. The Lessor shall provide RJ-45 jacks for copper connections and industry standard LC connectors for fiber optic connections.
- D. Unless otherwise prohibited by the local AHJ or building official, emergency elevator telephones installed in elevator cabs shall have dial-out capabilities only. Elevator phones shall not be capable of receiving incoming calls.
- E. Telephone equipment shall be installed by the telephone vendor within the SCIF space. A 20-amp UPS circuit and grounding shall be provided by the Lessor.

7.8 DATA DISTRIBUTION

- A. The Lessor shall ensure that the infrastructure installed to support the data outlets and the associated wiring used to transmit data to workstations are safely concealed in walls, columns, floor boxes, or below access flooring.
- B. The Lessor shall provide conduit to 6" above the ceiling, junction box, and cover plates with a grommet opening for each data and panic alarm outlet. Cover plates shall match the color of those provided for electrical outlets and light switches.
- C. In Offices, the single gang box for data distribution shall be installed horizontally with 7 inch clearance measured from the midpoint to each side of the box and no obstruction below.
- D. The Lessor shall be responsible for the design, subcontracting, installation, termination, and testing of all data cabling to include computer data, telephone, low voltage, security electronics cabling, CATV, and CCTV. The Lessor is also responsible for the

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development and delivery of a complete set of 'as-built' drawings at the conclusion of the project.

- E. **TECHNICAL DATA DISTRIBUTION.** There are a limited number of locations in which, in addition to standard data outlets, additional data outlets designated as "technical data outlets" shall be required. The boxes provided for this system shall be dual gang mud rings (holes mounted horizontally), with one 1" conduit stubbed out 6" above the ceiling. There shall be 7 inches of clearance measured from the midpoint to each side of the box and no obstructions below.

7.9 CABLING DESIGN, PROCUREMENT, INSTALLATION, AND SECURITY ELECTRONICS

- A. (b) (7)(F)

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- C. Costs The Lessor's General and Administrative (G&A) costs to include any supplemental design, management, procurement effort, overhead, and profit related to this effort shall be included in their proposed rental rate for the Lease.
- D. The actual cost of providing the cabling installation, without any mark-up, will be reimbursed to the Lessor as a pass-thru cost. These costs will be reimbursed to the Lessor at substantial completion.
- E. The Lessor may subcontract for consulting services to support the gathering of specialized technical requirements from key Tenant project stakeholders, cabling installation design package development, technical coordination with the Tenant and/or their designated representatives, cabling subcontract solicitation and acquisition support, and cabling sub-contract award installation oversight.

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- F. Only those IDP submissions to the Tenant that are approved for release shall be disseminated to third party cabling installation vendors for bidding. The Tenant reserves the right to review all subcontractor bids and, at its discretion, participate in the source selection process prior to award of any network cabling-related subcontracts. In such instances where the Lessor proposes to use third-party IDP developers, technical consultants, and/or cabling installers in either partially teamed, fully teamed or partnered arrangement, the Lessor shall document this intention in the installation implementation plan and is required to seek approval from the Tenant in advance. The Lessor shall award the cabling sub-contracts with the concurrence of the Tenant to those bidders representing 'best-value'. The Tenant shall make the final determination that cabling-related proposals are technically acceptable and the pricing is fair and reasonable. The Tenant shall be allowed five business days to review all cabling-related proposals.
- G. Substantial completion will not be granted until all facets of the cabling installation are complete, including cutover support as defined in Section P.
- H. **Delivery and Installation** Unless otherwise noted, the Lessor's cabling installation vendor shall be responsible for the installation, termination and testing of all cabling, Cabling material acquisition, shipment, staging and installation of fiber optic and copper cables for Security Electronics (S-E). Any brand specific materials will be identified in the governments cabling design reference drawings. All S-E device hardware will be provided and installed by the Tenant.
- I. All coordination, management, procurement activities, permitting, scheduling, and security requirements associated with this effort shall be the responsibility of the Lessor.
- J. The Tenant will perform its own inspection and testing of the various cables at periodic intervals throughout the cabling installation effort.
- K. **Performance Verification** The cabling installation subcontractor shall perform and document appropriate path loss tests and cable length measurements on all installed network cabling and shall submit the complete test results as a condition of close-out of the cabling effort. Testing shall be IAW ANSI/TIA -526, 568, and 569.

Closeout

- L. The Tenant will perform its own inspection and acceptance functions after the Lessor certifies that the cabling installation is complete. Correction of any punch list items associated with the cabling installation shall be required prior to final payment of the network cabling effort.

Warranty and service

- M. The Lessor shall warrant the cabling installation against all defects in material, workmanship and installation for one full calendar year once the installation has been completed.

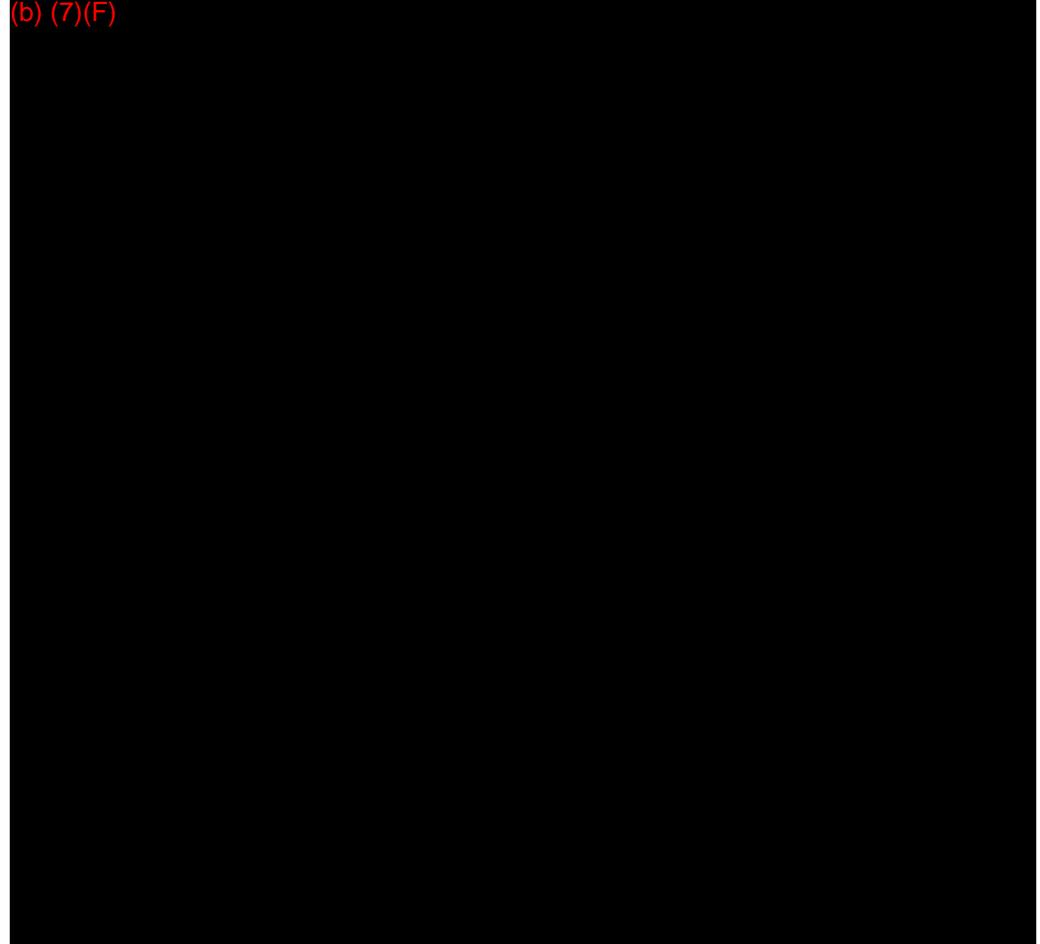
7.10 ELECTRONIC SIGNAL EQUIPMENT

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- A. The Government shall have the right to install, maintain, service, and repair all equipment related to reception of telecommunications signals. Such equipment includes, but is not limited to, audio, visual, digital, satellite, and microwave systems. The Government reserves the right to locate such equipment on the roof of the Office Building (or Annex) and to utilize building walls, parapet mounts and alternate mounting, as well as the area above the building ceiling line and office space at no additional costs to the Government. The Government may make modifications to the building necessary for installation of a microwave dish or similar receiving device, cable runs, and cable connections. The Government shall have the right to use pathways as necessary to have cable between the rooftop equipment and specific office areas. The Government shall have the right to do such work starting up to 60 days before occupancy and at any time during the term of the lease. The Government shall also have the right to inspect all such equipment. The Government reserves the right to require capability of transmission and reception of additional types of radio frequency and microwave signals. The Lessor shall provide the Government access to the premises and buildings and areas necessary to exercise its rights hereunder. "Government" as used above shall include representatives of the tenant, GSA, and their contractors.

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A. (b) (7)(F)



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E. COORDINATION OF INSTALLATION LOCATION

The exact location and positioning of antennas/dishes and/or any required towers shall be coordinated with Tenant personnel. The Lessor shall advise the Government in writing of any local code restrictions, jurisdictions, or permit requirements which would impact the installation of any antennae/dishes or towers on the roof of the proposed building or the site itself at the initial offer stage.

F. CONDUIT ROUTING FOR ANTENNAS

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7.12 PROTECTED DISTRIBUTION SYSTEM

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7.13 SHIELDED ISOLATED TRANSFORMERS

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7.14 EMERGENCY AND ESSENTIAL POWER

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- B. To reduce the burden on the generator sets, the 24 hour essential HVAC system shall implement a sequenced startup upon a power failure. The HVAC system will initiate steps of motor startup through their building control systems. The HVAC control system shall initiate an automatic restart of systems in a defined sequence. This function shall not require the presence of maintenance personnel.
- C. All alarms and emergency generator monitoring functions shall be monitored by the generator remote annunciation panel.
- D. Emergency Power: (b) (7)(F)
(b) (7)(F)
- E. The generator shall be provided with vibration isolation steel springs mounted to the generator base. These springs shall reduce 98% of generator set vibration. All conduit and piping connections to the generator set shall be made via flexible means.
- F. The generator sets, automatic transfer switches, and all associated appurtenances shall be located (b) (7)(F)
- G. The generator shall be located outside of the building in a weather-proof enclosure and shall be located (b) (7)(F)
- H. "The standby power system shall be maintained by the Lessor in accordance with the equipment manufacturer's recommendations and all applicable environmental regulatory requirements. All periodic maintenance performed on the system shall be documented and reported to the Tenant when completed. The Lessor shall maintain a full fuel level. The Tenant shall not provide any services related to the generator or associated tanks. Any civil penalty or fine imposed in the future by the EPA or state environmental agency for violations of federal or state laws attributable to the generator or tanks, the Lessor assumes full responsibility for payment."
- I. The Lessor shall provide startup and testing of the standby power system in accordance with the "Field Test" subparagraph below.
- J. STANDBY GENERATOR UNIT:
 - 1. (b) (7)(F)
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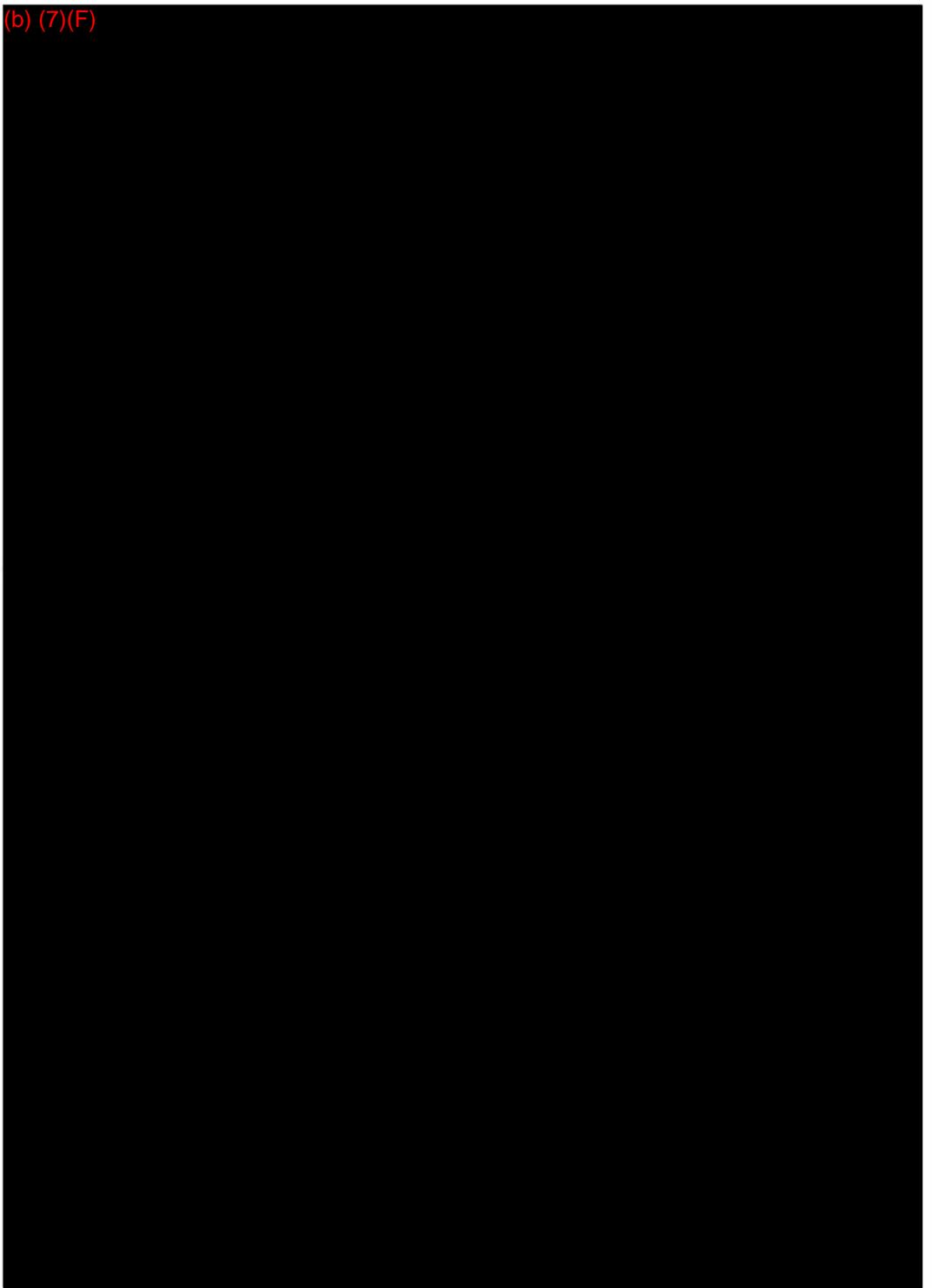
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14. Accessories

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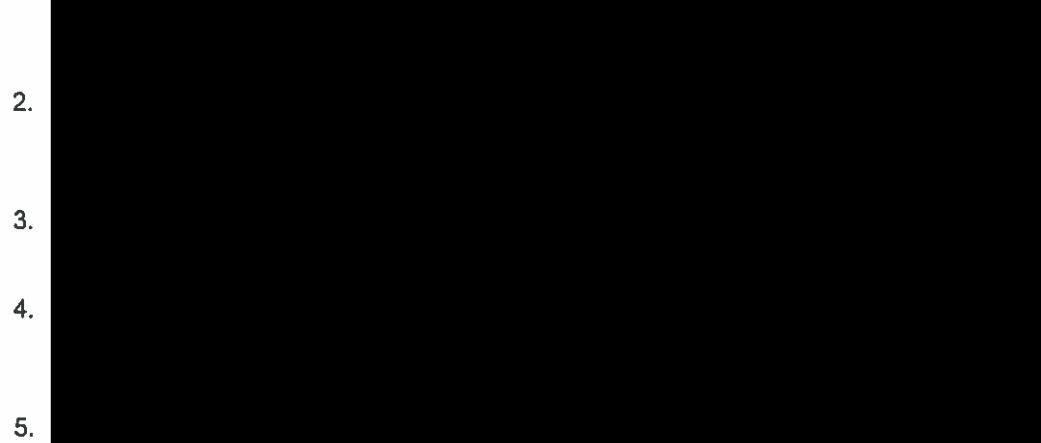
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7.15 INTERIOR CONDUIT AND SLEEVES

- A. All conduits shall be individually tagged to indicate origination and termination points within the building. Appropriately sized labeled pull strings shall be provided in all empty conduits.
- B. Where conduit or sleeves penetrate fire or sound rated partitions and floors, the Lessor shall be responsible for final installation of any required sound caulking or re-enterable fire-stopping after installation of the cabling through the conduit/sleeve to maintain the rating of the partition/floor.
- C. BUILDING CONDUIT RISER SYSTEM
 1. The Lessor shall provide a quantity of six (6) 4" ID sleeves on the floor and walls in closets designated as Room 98 as required in the RDM and RDML. The closets and floor sleeves shall be stacked vertically and be aligned from the lowest floor to the highest floor. Refer to Special Electrical note in the RDML for information on quantity of core drills/sleeves for these rooms.
 2. These closets shall provide an internal riser system consisting of a minimum of 1 dedicated pair of closets on each floor. Building electrical, fire alarm, or other base building equipment shall not be permitted in closets designated as Room 98. The closets shall be aligned both vertically and horizontally to minimize length of conduit, cable, and fiber optic cable runs.

D. DOOR CONDUIT

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E. SPECIFIC ROOM TO ROOM DEDICATED CONDUITS

The Lessor shall provide dedicated room-to-room conduits in those rooms identified in the Room Data Matrix.

F. DATA AND TELEPHONE OUTLETS

Data outlet provisions and telephone outlet provisions should be combined into a single box where possible. Each wall-mounted outlet shall be provided within junction boxes (4-11/16" square by 2-5/8" deep) and 1" EMT conduit stubbed above the ceiling for each outlet. There shall be a 7-inch clearance from the center line and a horizontally mounted single gang reducer provided. Pull strings shall be provided. A bushing shall be provided on all exposed conduit ends.

G. MISCELLANEOUS CONDUIT

1. In addition to the conduit outlined above, the Lessor shall provide 3,000 linear feet of 1 inch EMT conduit required to support CCTV, alarm, and access control systems wiring as a part of the rental rate. The Lessor shall install the conduit to the locations designated by the Tenant during the development of the design intent drawings.

7.16 PAGING SYSTEM

A. The Lessor shall provide a paging system throughout the Tenant's space, including the parking structure. No speakers shall be installed in the public visitor lobby, interview rooms, polygraph rooms, suspect area, VSF, OGA spaces, or mantraps.

1. Paging to parking structure shall be on a separate zone, so that it may be turned off at Tenant's discretion.
2. Paging to Task Force Areas shall be on a separate zone, so that it may be turned off at Tenant's discretion.

B. The system shall employ 1-way amplified 24v, 4 wire speakers such as the Valcom V-1020C or equal approved by the Contracting Officer. Areas deemed as SCIF areas shall use the 4 wire Valcom V-1020C speakers, with no exceptions. The system shall have telephone paging capability.

C. If allowed by local code, the paging system speakers and fire alarm speakers may be integrated into a single speaker system. The combined system shall comply with NFPA 72, the National Fire Alarm and Signaling Code. The combination system shall be installed by a qualified fire alarm installer.

D. Speaker placement. The number of speakers will vary according to unique requirements. However, 1 speaker for every 400 square feet for open areas and 1 speaker per individual rooms or open areas smaller than 400 square feet shall be used as a guideline. Volume controls shall be provided for every 800 square feet of open office space. Volume controls shall be mounted on the wall directly adjacent to the door and aligned with the light switches. Cover plates for the volume controls shall match those provided for electrical and telephone/data outlets.

E. Provide four zones for the paging system: office, annex, Room 12-65A, and the gym. The system shall be capable of paging individual or entire zones. Provide an external contact to connect stereo equipment for the gym when paging is not in use.

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- F. Provide an external terminal box to connect other communication equipment for paging.
- G. The paging head-end equipment shall be located within (b) (7). The paging equipment shall feed from essential power. The sound level shall be clear and even throughout the building. Provide connection from the paging system to the telephone system and test proper operation with the telephone vendor.
- H. Shielded 2 conductor speaker cable required.
- I. Submit shop drawings and product data sheets.

7.17 GROUNDING, SURGE AND LIGHTNING PROTECTION

- A. The Office Building, VSF and Annex shall have a system of grounding rods, conductors and air terminals for protection against damaging lightning strikes. The installation shall conform to the current applicable requirements of the Underwriters' Laboratories, Inc. Master Label C; NFPA 780 (from the National Fire Protection Association); NRTL (Nationally Recognized Testing Laboratories); LPI-175 (from the Lightning Protection Institute); and National Electrical Code (NEC) Article 250.
- B. The maximum grounding system resistance shall not be more than 10 ohms for normal grounding and shall not exceed 2.5 ohms for electronics, security and communications equipment. The exterior grounding system shall provide interconnection with the interior grounding system.
- C. All separately derived systems, including transformers and generators shall be grounded to the building electrode system.
- D. Transient Voltage Surge Suppression (TVSS) shall be provided in the electrical distribution system. The main service shall be provided with a Metal Oxide Arrestor (MOA) type TVSS to provide suppression and filtration at the main service. This TVSS shall be integrally mounted in the switchgear enclosure. It shall be provided with a disconnecting means and shall be rated for the highest level of exposure.

7.18 LIGHTING

- A. Lighting in office and open workstation areas shall provide 30 foot-candles at the desktop level (30 inches above finished floor). Foot-candle levels shall not be reduced where task lighting is provided.
- B. Lighting in meeting rooms, conference rooms, and classrooms (to include Room 65A) shall be provided with manual dimmer switches in lieu of or in addition to occupancy sensors to be able to control light levels for video projection. Lighting levels in these areas, and in general office areas shall be provided with an average of thirty (30) horizontal, maintained foot-candles at desk level.
- C. Occupancy sensors shall be located in the ceiling whenever possible. The locations of the ceiling occupancy sensors in the open space shall be coordinated with the furniture system to provide proper coverage throughout the space. If the ceiling will not accommodate the sensors, then they shall be located on an area of the wall such that they shall not be obstructed by any furniture or equipment. Occupancy sensors in the rooms shall continue to operate after an automatic building shutdown has occurred at

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the end of the workday. Building corridor lighting shall also be controllable via occupancy sensor after normal building lighting has shut down automatically at the end of the workday. Occupancy sensors shall use infrared technology only – ultrasonic and acoustic technology shall not be allowed. Automatic lighting controls shall comply with the requirements of NFPA 101, Life Safety Code, Illumination of Means of Egress, including, but not limited to automatic illumination upon fire alarm system activation. The minimum required illumination within exit stairs shall not be controlled via occupancy sensors or other automatic controls – the minimum required exit stair lighting shall remain on at all times.

- D. Emergency Lighting: In addition to emergency lighting otherwise required by the referenced or local codes or elsewhere in this POR or RLP/Lease, provide light fixtures on essential power on the secure and unsecure side of all doors equipped with a CDX-10 or an S&G lock for the purpose of security and safety.
- E. Additional Emergency Lighting: Provide individual self-contained fully automatic unit equipment for emergency illumination in all Interview Rooms, Locker Rooms, Toilet Rooms, and the main Electrical Room. In the event of a power failure the emergency lighting shall energize the unit lamps and restore illumination to the space immediately. The batteries shall be capable of providing emergency illumination for a period of 1 ½ hours. Provide supplemental battery power emergency lighting in rooms 24-9, 24-17B, 27-103, 28-16, the main electrical room, mechanical rooms, and the emergency generator enclosure.
- F. All exterior lighting shall be fed from the emergency power.
- G. Lighting design shall be consistent across the entire project site and have a uniformity ratio of 8:1 maximum to minimum. Site lighting plans shall be submitted to the Tenant for review and approval prior to incorporation in the construction drawings.
- H. The entire site, including the exterior parking areas, vehicle driveways, pedestrian walkways, building perimeter, site perimeter, and open space, shall have an average of one (1) horizontal, maintained foot candles of illumination and shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. The minimum level shall not be less than 0.4 foot candles. To the extent possible utilize full cut off light fixtures to reduce light pollution.
- I. Building entrances shall be lighted with average ten (10) horizontally maintained foot candles (and in accordance with local building codes). Lighting at building entrances shall be photometrically controlled.
- J. The area surrounding the VSF shall be illuminated with an average of five (5) horizontal, maintained foot-candles of illumination to include the entry/exit driveways and a surrounding area of the VSF of not less than ten (10) feet. This illumination shall be provided 360-degrees around the VSF.
- K. Indoor or structured parking for general and pedestrian areas shall have an average of five (5) horizontal, maintained foot-candles and the ramps, corners, and entrance areas shall be designed to comply with the latest IESNA standards. Lighting shall be photometrically controlled.

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- L. Public Right-of-Way: Lighting shall meet all applicable codes and regulations. Fixture type shall be similar to all other site lighting.
- M. Lighting at auto bay areas, both in the Office Building as well as the Annex shall be provided at a level of 50 foot candles at 30" above finish floor and shall be controlled with manual switches, not occupancy sensors.
- N. Security Lighting: Security lighting shall meet all Tenant requirements. The Offeror shall provide adequate lighting along the site perimeter(s) to facilitate "full video" CCTV capability. The lighting system chosen may not impair CCTV effectiveness through use of luminaries with a limited color spectrum (i.e. high pressure sodium).
- O. Provide a photometric site plan of site lighting for Tenant review during design development.
- P. Submit photometric plan for the areas indicated in Sections H, I, J, K, and M of this section that show compliance with the foot-candle requirements.
- Q. Lighting Fixtures:
 - 1. Lighting fixtures shall be LED specification grade and listed or labeled by UL or an approved Nationally Recognized Testing Laboratory (NRTL).
 - 2. LED fixtures shall comply with the following:
 - a. UL Standard 8750
 - b. IES Standard LM-79
 - c. IES Standard LM-80
 - d. IES Standard TM-21
 - e. ANSI C78.377
 - 3. Provide only LED fixtures with a Designlights Consortium (DLC) listing, a U.S. Department of Energy (DOE) "LED Lighting Facts" label or a U.S. Environmental Protection Agency (EPA) ENERGY STAR label, which have demonstrated third-party testing verification.
 - 4. LED fixtures shall be modular and allow for separate replacement of LED lamps and drivers. User serviceable LED lamps and drivers shall be replaceable from the room side.
 - 5. Dimmable LED fixtures shall have either a 0-10 volt, 3 wire dimming driver or a two-step (50%-100%) line voltage, two switch controlled dimming driver.
 - 6. LED lamps shall have a color temperature of 3500 degrees K, a CRI of 80 minimum, and a lumen maintenance L70 rating of 50,000 hours minimum.
 - 7. Light fixtures shall have recessed bulbs with louvered covers to prevent glare. Basis of design is UPC: 713674639383 Part number PARA18C232X1LN18W40, or Cree CR22-32L-35K-10V.

7.19 SITE CONDUIT

These conduit requirements shall be coordinated with the Tenant and incorporated in the construction drawings prior to paving of the site. All conduit specified in this POR is for the dedicated use of the Tenant. All conduits shall be individually tagged to indicate origination and termination points and include a suitable pull string.

A. VSF / SITE PERIMETER TO OFFICE BUILDING:

(4) 3-inch PVC underground conduit shall run from a Tenant-designated Room 98 in the Office Building to each of the following locations 1) VSF and 2) the SSE, terminating in a 24-inch junction box.

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B. PARKING STRUCTURE TO OFFICE BUILDING:

A minimum of (4) 2" PVC underground conduit shall run between the Tenant Fleet Vehicle Parking structure (location within the structure to be determined during design) and the Tenant-designated Room 98 in the Office Building. Provide conduit for panic alarms inside parking structure.

C. CCTV LOCATIONS:

1. (b) (7)(F)

2.

3.

4.

5.

6.

D. ACCESS CONTROL:

Provide 1 -inch PVC underground conduit from the Tenant designated communications closet in the building to a minimum of 8 access control locations at the site entrances. The mounting boxes will be furnished by the Tenant and installed by the Lessor. Any mounting posts or pedestals required shall be provided and installed by the Lessor. Mounting boxes shall be installed at 47 inches (to the center of the keypad) and above the finished floor. Verify the mounting height for the dual height keypads located at the PSE and SSE site entrances. All mounting boxes shall meet ABAAS requirements.

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E. ANNEX FACILITY TO BUILDING:

A minimum of (3) 4-inch PVC underground conduit shall run from the Tenant designated Room 98 in the Office Building to the Tenant designated Room 6-98 in the Annex Facility, if an Annex Facility is to be provided with this RLP.

F. All conduits noted above shall have appropriately sized pull strings.

G. Unless otherwise stated, the conduit(s) shall have no single bend greater than 90 degrees or an aggregate of bends in excess of 180 degrees between pull points or pull boxes. The conduit(s) shall not have continuous sections longer than 100 feet. For runs that total more than 100 feet in length, pull points or pull boxes shall be inserted so that no segment between points or boxes exceeds the 100 foot limitation.

7.20 ACCESS CONTROL SYSTEM

- A. The Lessor shall install all keypad mounting boxes (with conduit to 12" above ceiling at indoor locations) where required by the Room Data Matrix and further defined in the conduit condition diagram. The mounting boxes will be furnished by the Tenant. The Lessor shall install the mounting boxes.**
- B. The Tenant will provide and install the Access Control and Intrusion Detection hardware devices. The Lessor shall provide the required infrastructure for the systems as indicated in the POR.**
- C. A pedestal mounted access control keypad controlling the vehicle gates, barriers, etc., shall be located at each vehicle entrance and exit lane for both the entry and the exit directions. The Lessor shall provide the conduit and pedestals, and install the Tenant furnished keypad back-box. Unless specified otherwise, the keypads that allow entry onto the secured site shall be dual height boxes located on a pedestal.**

7.21 SOUND MASKING SYSTEM

- A. The Lessor shall provide a digital, white noise sound masking system in the ceiling space above office spaces and workrooms greater than or equal to 2,000 sq. ft. that includes, but is not limited to, all of Area 2 open workstation rooms. Additionally, sound masking shall be provided inside all SCIF suite doors, regardless of size, where a sound vestibule is not provided. Each area shall be zoned separately. The Lessor shall provide a plan of the sound masking system for Government review.**
- B. The sound masking system shall include, but is not limited to: noise generator, amplifier, wiring, loudspeaker (located above the ceiling), and controls to the generator. Distribute and produce background noise to improve speech privacy in zone of coverage.**
- C. The sound power level produced by the system shall match NC40 contour between 400 and 2000Hz with smooth roll off above and below those frequencies. The maximum average range of sound power deviation shall not exceed 2dB for 250, 2000, and 4000Hz octave band and 1.5dB for 500 and 1000Hz octave band, for the covered locations. The sound level shall be uniform with respect to time and remain constant when measured in one minute averaged sound pressure level of any octave band of masking sound from 250 to 8000Hz. People in these spaces under calibrated conditions shall not be able to determine source of masking sound.**

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- D. The sound masking system shall be programmable and shall have the capability to accept changes to the schedule and sound level. Provide a touch screen display or computer that enables the control of the sound masking system.
- E. The system shall be tested in accordance with ASTM E 1130 (Standard Test Method for Objective Measurement of Speech Privacy in Open Offices Using Articulation Index) for compliance and the test results shall be provided to the Tenant for acceptance.
- F. The sound masking system shall be interfaced with the fire alarm system and shall cease operation during fire alarm activation. Sound masking shall automatically reset to normal operation upon cessation of the fire alarm condition.
- G. The completed sound masking system shall be tuned by a factory certified technician after occupancy.

7.22 ELEVATORS

- A. The Lessor shall provide suitable passenger and service elevator service. One passenger and the service elevator shall be available at all times for Tenant use, including under emergency power. The service elevator shall be accessible to the receiving dock area.
- B. Refer to the RLP and Lease for additional elevator requirements.

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8.0 NOT USED

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9.0 LIFE SAFETY

9.1 PROJECT FIRE PROTECTION ENGINEER SERVICES & QUALIFICATIONS

- A. A licensed Fire Protection Engineer (FPE) shall be included on the A/E team to provide the services described herein.
- B. The FPE shall have passed the NCEES 'Fire Protection' professional engineering exam, be licensed as a Professional Engineer, and have at least 5 years of experience in the practice of fire protection engineering subjects as described by the following requested services.
- C. The Tenant reserves the right to request at any time the qualifications of the individual performing the services.
- D. The FPE shall serve as the engineer-of-record for the design services requested; delegated design of contracted design services shall only be delegated to an engineer meeting the credentials for a Fire Protection Engineer as identified in this section. Follow NSPE Position Statement No. 08-1749 regarding the Engineer – Engineering Technician Design of Fire Protection Systems.
- E. Where the ability of a project to contract the services of an individual meeting the above qualifications presents an undue hardship, the Tenant FPE shall be contacted to develop alternate acceptable arrangements.

9.2 PROJECT FIRE PROTECTION ENGINEERING SERVICES

- A. The Project FPE shall develop the following documents to establish the project design and aid in plans review(s), to include the following:
 - 1. Design Analysis
 - 2. Code Compliance Drawings
 - 3. Fire Protection Systems Designs
- B. Design Analysis
 - 1. The Design Analysis identifies the specific codes and standards applicable to the project; this includes applicable state and local requirements, as well as any project incorporated references (POR, ABA, etc.) that affect or impact the fire protection or life safety features of the project. The analysis shall indicate the code, standard, or requirements and the edition date being applied.
 - 2. As may be applicable to the project, the Design Analysis shall include a written description of the following features relevant to the proper identification of code compliance elements.
 - a. Identification of specific codes, standards, and regulations applicable to the project (document and edition number)
 - b. Building construction type
 - c. Allowable versus constructed building size (area, height, stories) including any allowable increases
 - d. Fire separation requirements between buildings
 - e. Building siting information with respect to lot lines (real and imaginary)
 - f. Exterior wall requirements, as applicable
 - g. Requirements for sprinkler protection
 - h. Identify whether the building is to be considered separated or non-separated occupancies
 - i. Special requirements based on the use and occupancy
 - j. Fire resistive separations/ratings as required – floors, shafts, structural members, etc.

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- k. Any special hazards fire protection systems, including smoke management/control systems, proposed
 - l. Evaluation of the means of egress, specifically travel distances, common path distances, and dead-end corridors
 - m. Identification of need for specific fire protection systems
 - n. Identification of the need for Emergency Responder Radio Coverage
- C. Code Compliance Drawings
- 1. The Code Compliance Drawings shall consist of the Fire Protection Site Drawing(s) and the Life Safety Drawing(s). Drawings shall be developed to clearly identify the following information and establish the compliance of code-identified features relevant to the project.
 - 2. Fire Protection Site Drawings (scaled), to include representation of the following features (at minimum):
 - a. Property lines (both legally established and imaginary).
 - b. Fire separation distances from property lines and other buildings / structures.
 - i. NOTE: If the fire separation distance of a building or structure changes with elevation of the building; the drawing shall reflect a sectional view showing the fire separation distances relative to the floor levels or building features affected.
 - c. Any building perimeter used for establishing an area modification based on a frontage increase.
 - d. Fire access roadways and fire department vehicle access to buildings and structures along with graphical documentation of the grade-level access path to all parts of the first story exterior wall.
 - e. Location and type of any force protection equipment (i.e. gate, bollard, etc.)
 - f. Locations of fire hydrants, mains, or other water sources for firefighting, along with graphical identification indicating the distance of all parts of a facility exterior from a fire hydrant along with the allowable distance, with consideration given to accessibility and obstructions (i.e. fences, shrubbery, etc.). (See IFC, Section 507 / NFPA 1, Chapter 18 for additional information.)
 - g. Location of any Fire Department Connection(s) (FDC) for the building.
 - h. Exit discharge pathways to the Public Way.
 - i. Location (S/R and Flow points) and results of the project waterflow test(s). Follow NFPA 291 for reporting format and criteria.
 - j. Other features as may be relevant to the specific project.
 - 3. Life Safety Drawings, scaled plans providing the following:
 - a. Individual floor level plans of the building or structure at a scale no less than $\frac{1}{8}''=1'-0"$, showing all proposed walls and means of egress pathways.
 - b. Identify the overall occupancy classification and use of the building or area, as determined by the NFPA101.
 - c. Show the occupancy and use of each room or area, determined under NFPA 101 (Life Safety Code®).
 - d. Indicate occupant loads for each room or area calculated in accordance with NFPA 101. Indicate on the plan or summarized in a table.
 - e. Provide exit separation (remoteness) diagonals on the plan(s) in accordance with NFPA 101 criteria.
 - f. Graphically represent the maximum travel distance on each floor level (or area, as needed) to each exit or exit access from the common remote point.
 - g. Graphically represent the maximum common path of travel (if applicable). If not applicable; please so state.
 - h. Graphically represent the maximum dead-end corridor distance (if applicable). If not applicable; please so state.

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- i. Sum the total Occupant Load of the floor (or area) on the plan.
 - j. Provide the required versus provided capacity of each significant component of the means of egress. (Corridors, aisles, 'pinch points' doors, stairs, exit discharge pathways, etc.) Capacity of means of egress components shall be calculated in accordance with NFPA 101.
 - k. Indicate location(s) and type of any special locking arrangements (delayed egress, access-control, etc.)
 - l. Indicate exit signage and emergency lighting throughout the building and exit discharges to the Public Way(s).
 - m. Identify any deviations of code or standards affecting specific compliance with NFPA 101. Note the deviation and the code reference.
- D. Fire Protection Systems Designs/Drawings
- 1. Provide separate (Contract Document level) fire protection drawing(s) and specification(s) to develop the intended system design.
 - 2. As needed, develop a preliminary hydraulic analysis establishing the ability of water-based systems to meet supply and demand requirements of the proposed design.
 - 3. Delegated designs shall be completed by individuals meeting the credentials for a Fire Protection Engineer as identified in this document. Project FPE's shall be the engineer(s)-of-record for their designs, regardless of other regulatory requirements or allowances.
 - 4. Fire protection systems shop drawings shall be required (by the project specifications) for submission and review by the FBI FPE prior to construction.
 - 5. Fire protection systems layouts and design details shall be provided by individuals holding a minimum NICET III credential in the specific system discipline – water-based, fire alarm, special hazards, etc.

9.3 LIFE SAFETY AND FIRE PROTECTION DESIGN CRITERIA

- A. **LIFE SAFETY:** Design of life safety systems, features, components, and means of egress shall conform to the requirements of NFPA 101.
- 1. Deviations from prescribed code requirements shall be specifically identified for review and concurrence of the Government Fire Protection Engineers assigned to the project.
 - 2. Emergency lighting shall be installed where required by IBC and NFPA 101, and in locations listed in Section 7.18 of this POR.
 - 3. Life Safety Drawings identifying means of egress travel pathways shall generally incorporate squared travels paths (as opposed to direct line paths) to determine travel distances, unless furniture arrangements are known.
- B. **FIRE PROTECTION SYSTEMS DESIGN:** Sprinkler Protection. Conform to the most recent edition of NFPA 13 and applicable building code / Life Safety Code® requirements.
- 1. The office building and annex shall be protected throughout by an automatic sprinkler system designed in accordance with the requirements of NFPA 13.
 - 2. Unless prohibited by the local Authority Having Jurisdiction (AHJ) or Building Official, provide sprinkler protection in elevator hoistways, machine rooms, and control rooms, in a manner reflecting compliance with NFPA 13 and ASME A17.1 (Safety Code for Elevators and Escalators).
 - 3. When flexible sprinkler drops are to be provided in a system design or installation, hydraulic calculations, validating compliant system performance, shall be submitted for review along with the shop drawings.

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4. When flexible sprinkler drops are installed, the Lessor or installing contractor shall employ the services of a licensed Fire Protection Engineer to survey the installation after the installation of the ceiling and the installation of all attachment hardware and provide a signed / sealed Quality Control Inspection Report. The report shall certify the final installation of the drops is in accordance with NFPA 13, the manufacturers installation requirements and the all listing restrictions. The inspecting FPE need not be the same individual as the Project FPE.
 5. Systems designs shall provide sprinklers in accordance with NFPA 13 criteria, inside of disintegrator sound enclosures to provide protection of the disintegrator. Work with Tenant FPE to ensure sprinkler system in disintegrator enclosure is acceptable while not voiding manufacturer's warranty.
 6. Sprinklers installed in equipment rooms shall be intermediate temperature rated and be of the flush-concealed type or be provided with listed guards.
 7. Provide sprinkler guards on all sprinklers in rooms / areas with no finished ceiling where sprinklers are located less than 10-feet above finished floor.
 8. Where applicable, fire pump installations shall be designed installed, tested and maintained in accordance with the requirements of NFPA 20. Electric pumps shall be provided with emergency power capability.
 9. Sprinklers installed in the generator room shall be high-temperature rated.
 10. Sprinkler protection in rooms containing high density (mobile) shelving exceeding 200 sf in area, shall be designed to Ordinary Hazard, Group 2 density.
 11. Sprinkler protection in Room 79 (Area 11) shall be provided and designed to Extra Hazard, Group 1 design density.
 12. Testing: The Lessor shall notify the FBI a minimum of 10 working days prior to the start of any fire protection systems test and provide the opportunity for the FBI to witness such testing.
- C. FIRE PROTECTION SYSTEMS DESIGN: Fire Alarm / Mass Notification. Conform to the designated edition of NFPA 72 and applicable building code / Life Safety Code® requirements.
1. Where a Mass Notification System is identified as a component of the building design, follow NFPA 72 criteria regarding the design and installation.
 2. Designs on contract documents (CD's) shall provide the following information at minimum:
 - a. Written narrative providing intent and system description.
 - b. Riser diagram
 - c. Floor plan layout showing location of all devices and control equipment
 - d. Sequence of operation input / output matrix.
 - e. Interface requirements between systems, such as fire alarm, mass notification, security, HVAC, smoke control, elevators, other fire protection systems, etc.
 - f. Survivability of system circuits, where applicable.
 - g. Notification zones, when applicable.
 - h. Message content for voice systems.
 - i. Means of system monitoring.
 - j. Unique acoustic properties of spaces, when known.
 3. Fire alarm system occupant notification shall be in accordance with the requirements of NFPA 72 and the Architectural Barriers Act (ABA) / Americans with Disabilities Act (ADA) as applicable to the project. For purposes of determining audibility, assume the minimum average ambient sound level in the office and support areas is 55dBA. The design A/E shall identify acoustically distinguishable spaces (ADS) in the contract documents, as required and defined in NFPA 72.
 4. If a fire alarm voice system is provided, the speakers in SCIF areas shall comply with the information provided in the Room Data Matrix Legend "SCIF" section.

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5. Design and install fire alarm devices in ceilings, where ceilings are present, unless specified otherwise.
 6. The fire alarm system shall be interfaced with the sound masking system to interrupt sound masking during audio signals and alarms.
 7. Fire alarm systems shall automatically transmit alarm, supervisory, and trouble signals to an Underwriters' Laboratories (UL) listed central station alarm monitoring center via a stand-alone Digital Alarm Communicator Transmitter (DACT), providing sufficient contacts to report alarm type (e.g. sprinkler, manual station, smoke detector, tamper switch, trouble, etc.). Connection by the DACT and the fire alarm panel shall be by dry contacts with no data transfer or communication otherwise.
 8. Room 100. Provide photoelectric smoke detection within this room. Detection of smoke shall cause an alarm, but shall not be interfaced to shut down power distribution or cooling air flow. Provide duct detection in the mechanical equipment as required by code. Tie each unit to the main fire alarm control panel as an independent zone.
 9. In rooms containing high density (mobile) shelving exceeding 200 sf in area, provide smoke detection in accordance with NFPA 72.
 10. The installing contractor shall pretest the fire alarm system by exercising all inputs, outputs, features, and functions of the system. Provide a written proof of a successful 100% pre-test. (ie. printout the history buffer) 10 business days before calling for the final inspection.
 11. If automatic lighting controls are provided within the means of egress, the lighting control device shall be activated by the activation of the building fire alarm system.
 12. Testing: The Tenant shall be invited and permitted to witness the final inspection of the system by the AHJ and final commissioning of the system. In the event the AHJ does not conduct or require a full system acceptance test in accordance with NFPA, the contractor shall conduct a complete NFPA compliant acceptance test, witnessed by the Tenant or Tenant representative. Acceptance test shall include sound level verification testing throughout the facility. Provide a minimum of 10 working days' notice prior to the start of any fire protection systems test.
- D. FIRE PROTECTION SYSTEMS DESIGN: Other. Conform to the requirements of the designated edition of the applicable building code / Life Safety Code® and NFPA standards pertinent to the system.
1. System may include (but are not limited to) smoke management / control systems, air aspirating detection systems, emergency responder radio coverage systems, and clean agent fire extinguishing systems.
 2. Emergency Responder Radio Coverage: If required by the local building Official or Authority Having Jurisdiction (AHJ), and subject to approval of the same, a radio repeater or signal booster system shall be configured to include the following functions and features:
 - a. The system shall remain off during normal daily operations of the facility and shall only be turned on by one of the following methods.
 - i. Automatically upon activation of the fire alarm system (water flow switch and/or smoke detector).
 - ii. Manually, via a switch located in an area acceptable by the AHJ but inaccessible to the public or general building occupants.
 - b. Provide prominent visual indication in Room 91 Operations Center when the system is on. Provide permanently mounted signage indicating function of the visual signal immediately adjacent to the signal. Submit proposed wording for the sign to the Tenant for approval prior to installation.
 3. Emergency Telephones

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- a. If acceptable to the local AHJ, when emergency two-way communication systems are installed, the primary control / communications point shall be the 24-hour operations Center (Room 91A). The emergency communication system shall have a timed automatic dial-out capability to a monitoring location or 911 center. Locations for such emergency phones include, but are not limited to, elevator cabs, elevator lobbies, roof exits, areas of refuge, etc.
 - b. If roof access / egress is provided via a door from a stair tower, mechanical space, or other occupiable location (i.e. not a roof hatch), provide an emergency phone in a weatherproof box on the roof side. Phone shall be located within five feet of the door.
 - c. Emergency communication systems shall be configured to prevent incoming calls from outside the tenant's facility.
4. Consult with the Tenant FPE regarding applicable standards, design intent, and project specific points.
- E. OTHER DESIGNS:
1. High Density (mobile) Shelving. Rooms housing high density shelving installed on floor tracks shall be provided with spacing bumpers to provide a minimum 2-inch gap between shelves when in the closed position.
 2. Roof access shall comply with OSHA requirements and IBC guard rail requirements for roof access hatches and/or stair houses. If access is via a ladder and roof hatch, in addition to other requirements, provide an extendable ladder hand rail and permanent guard rail around the roof hatch.
 3. Rooms used for storage in Areas 11,13, and 25 shall be separated from the remainder of the building and constructed in a manner capable of resisting the passage of smoke (i.e. slab-to-slab wall, self-closing or automatic doors, no unprotected air transfer openings). Penetrations shall be sealed smoke tight and air transfer openings shall be equipped with smoke dampers. Dampers shall be actuated by smoke detectors located in the airstream of the transfer opening. Fully ducted systems do not require smoke dampers.
- F. APPROVALS: The overall design shall require Tenant approval before being considered final. The A/E design team shall incorporate or otherwise resolve Tenant comments in order to bring the design into conformance with FBI regulations and policies.
- G. INSPECTION & TESTING: Inspection and testing of fire protection systems shall be scheduled with the Tenant FPE as needed. The Tenant requests to witness the following:
1. Framing Fireproofing
 - a. Review of any fireproofing (spray-on or otherwise) applied to structural members.
 2. Fire Sprinkler / Standpipe Systems
 - a. Periodic Installation Inspection(s)
 - b. Waterflow Tests
 - c. Hydrostatic test
 - d. Final Acceptance
 3. Fire Alarm / Mass Notification Systems
 - a. Periodic Installation Inspection(s)
 - b. Final Testing
 4. Other Systems (Contact the Tenant FPE to identify specific testing criteria to be witnessed.)
 - a. Underground Fire Lines
 - b. Fire Pumps
 - c. Smoke Management Systems
 - d. Special Hazard Systems

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5. Final Approval
- H. CONDITIONS REVIEW AND EVALUATION: The A/E design team shall provide a thorough preliminary review and evaluation of the program and DID's in order to advise the Tenant of any problems or alternative approaches to the project.

9.4 AS-BUILT DRAWINGS

- A. The construction team shall maintain a set of marked-up red line drawings on site during the project. At the conclusion of work the project shall develop as-built drawings. The project shall submit the as-built drawings both in hardcopy and electronically.

9.5 DELIVERABLES

- A. A completed (written) Design Analysis, submitted with as part of the 35% (or Core and Shell) Submission.
- B. A completed (written) Design Analysis, submitted with as part of the 65% (or Tenant Improvement) Submission. This analysis shall have been updated to reflect Tenant (35%) review comments and additional requirements made necessary by the design development or tenant improvements.
- C. Completed Code Compliance Drawings as part of the 35% Submission.
- D. Preliminary Fire Protection System(s) Drawings and outlined Specifications as part of the 35% Submission.
- E. Completed Fire Protection System(s) Drawings and Specifications as part of the 65% and 95% (or Final) Submissions. Fire protection designs shall have been updated to reflect Tenant review comments and/or issue resolution at each submission.
- F. Final deliverables shall include the seal and signature of the licensed Fire Protection Engineer.
- G. Fire Protection System Shop Drawings
- H. Test Requirements
- I. Documentation O&M Manuals
- J. Final Acceptance/Commissioning Reports

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10.0 SECURITY

10.1 GENERAL

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10.2 ENTRY SECURITY: PUBLIC LOBBIES/ENTRANCES/EXITS

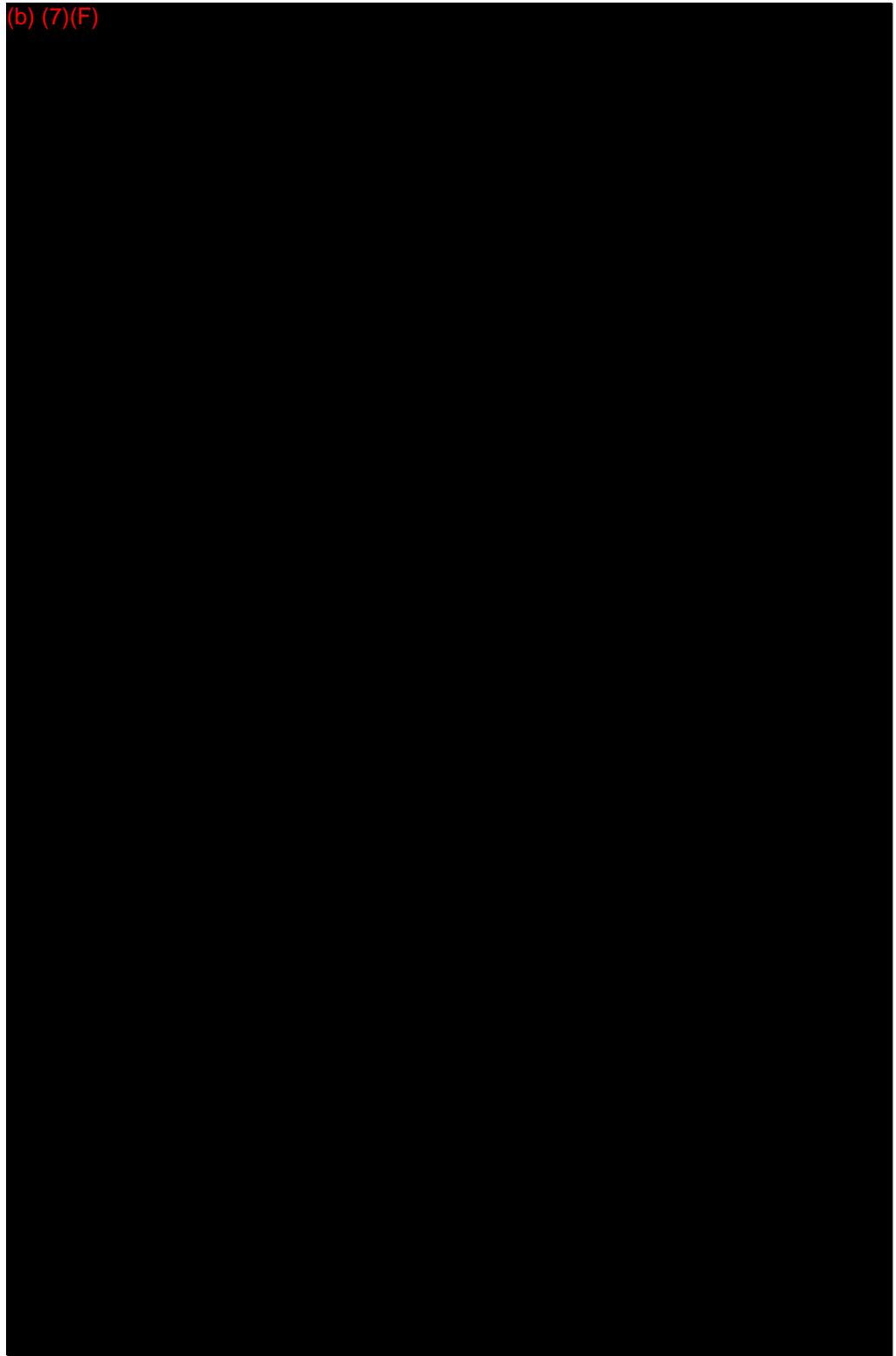
- A. The Lessor shall permit Tenant security control of the site and building entry points, including adjacent surface parking, structure parking, and structures under the building owner's control. The Tenant will have the right to inspect at point of entry. This right also includes the right to deny access and to remove persons and vehicles from the premises.

10.3 PHYSICAL SECURITY COUNTERMEASURES

- A. Stand-off distance: The Tenant shall have exclusive use of the entire site, unless otherwise agreed to by the Tenant. The entire perimeter of the compound shall be protected by a perimeter fence and vehicle anti-ram barrier. A minimum setback of 100 feet (also known as stand-off distance) from the perimeter fence and anti-ram barrier shall be provided to the exterior facade of the Office Building and Annex. The General and Fleet Vehicle Parking structure shall be inside the perimeter fence and vehicle anti-

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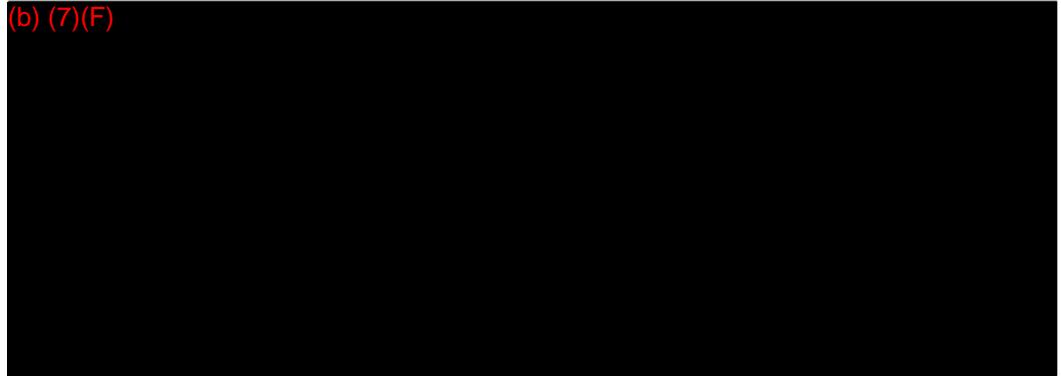
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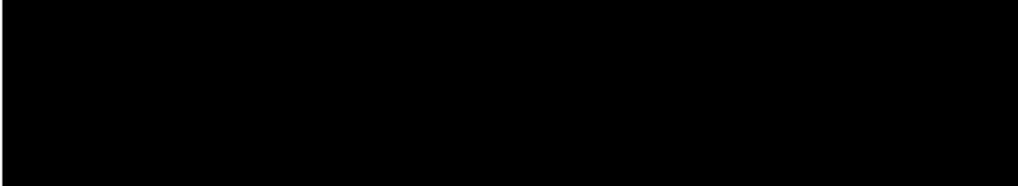


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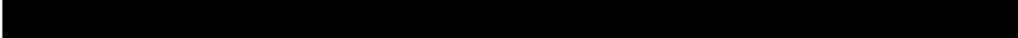


10.4 HYDRAULIC VEHICLE BARRIERS (HVB'S)

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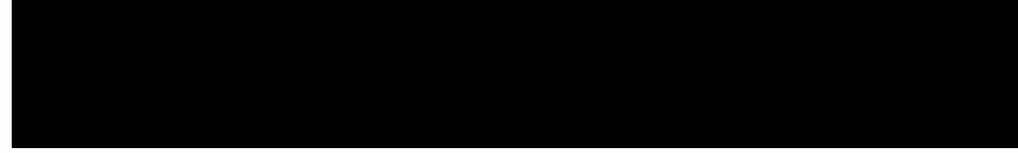
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C. As part of the rental rate and for the life of the lease, the Lessor shall provide periodic maintenance performed by factory trained and certified technicians. The Lessor shall provide monthly, quarterly, and yearly preventative maintenance as recommended by the manufacturer. These reports shall be provided to the Tenant. A minimum of one week's notice shall be provided to the Tenant in advance of any planned maintenance. Provide and stock commonly used spare parts on site.

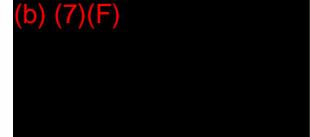
D. All repairs to the system shall be performed by factory trained and certified technicians. Repair personnel shall respond to the site and repair the unit(s) within 24 hours of a request, barring unusual circumstances where a large part may have to be ordered.

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F. The vehicular access gates shall operate in unison with the HVB's. Speed bumps shall be provided to control approach speeds.

G. Nameplate shall be permanently attached to each HVB. Data shall be legibly marked on corrosion-resistant metal plates and shall consist of at least the following:

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H. HVB shall be provided with following options:

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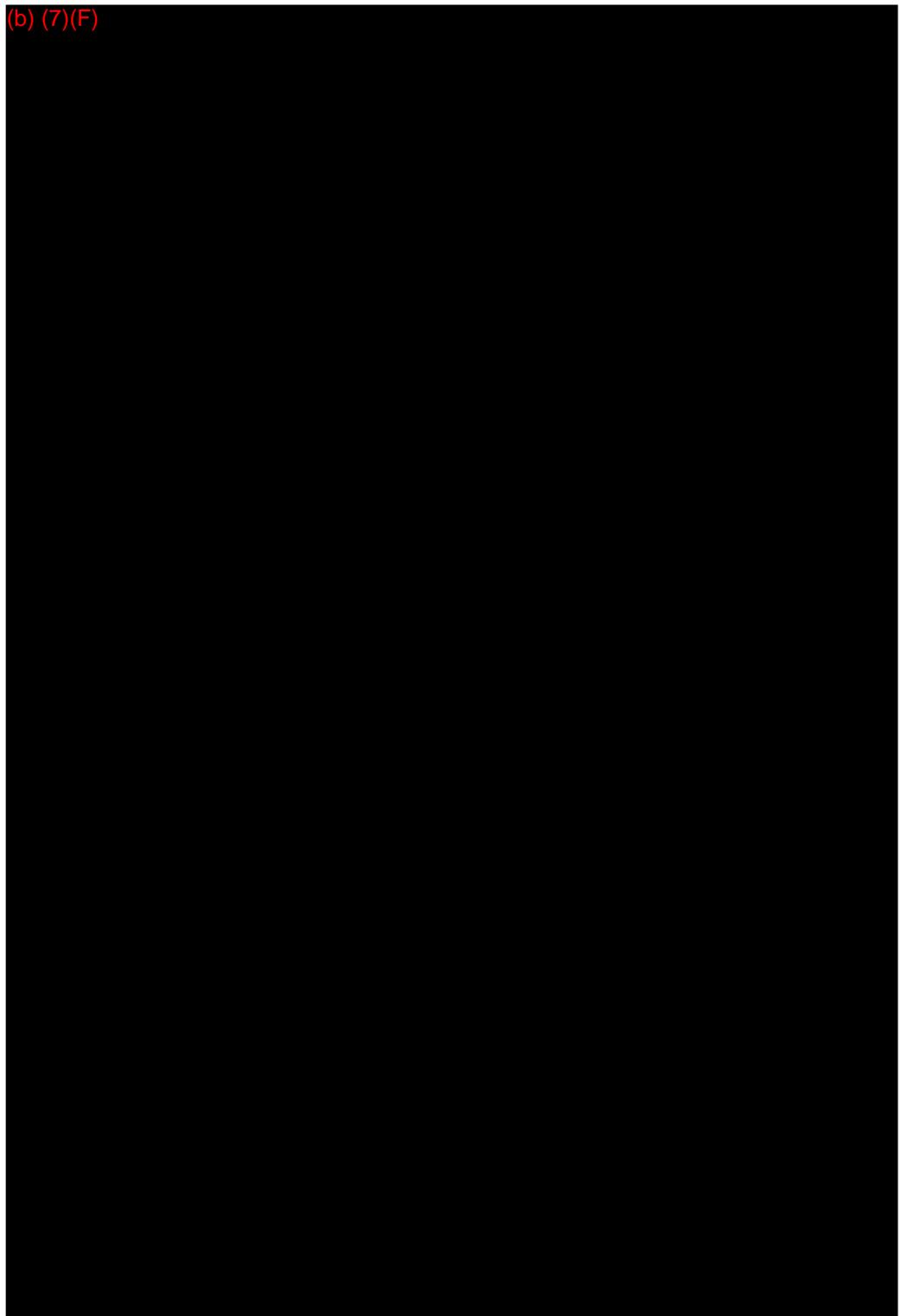
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10.5 HYDRAULIC VEHICLE BARRIER (HVB) SEQUENCE OF OPERATIONS

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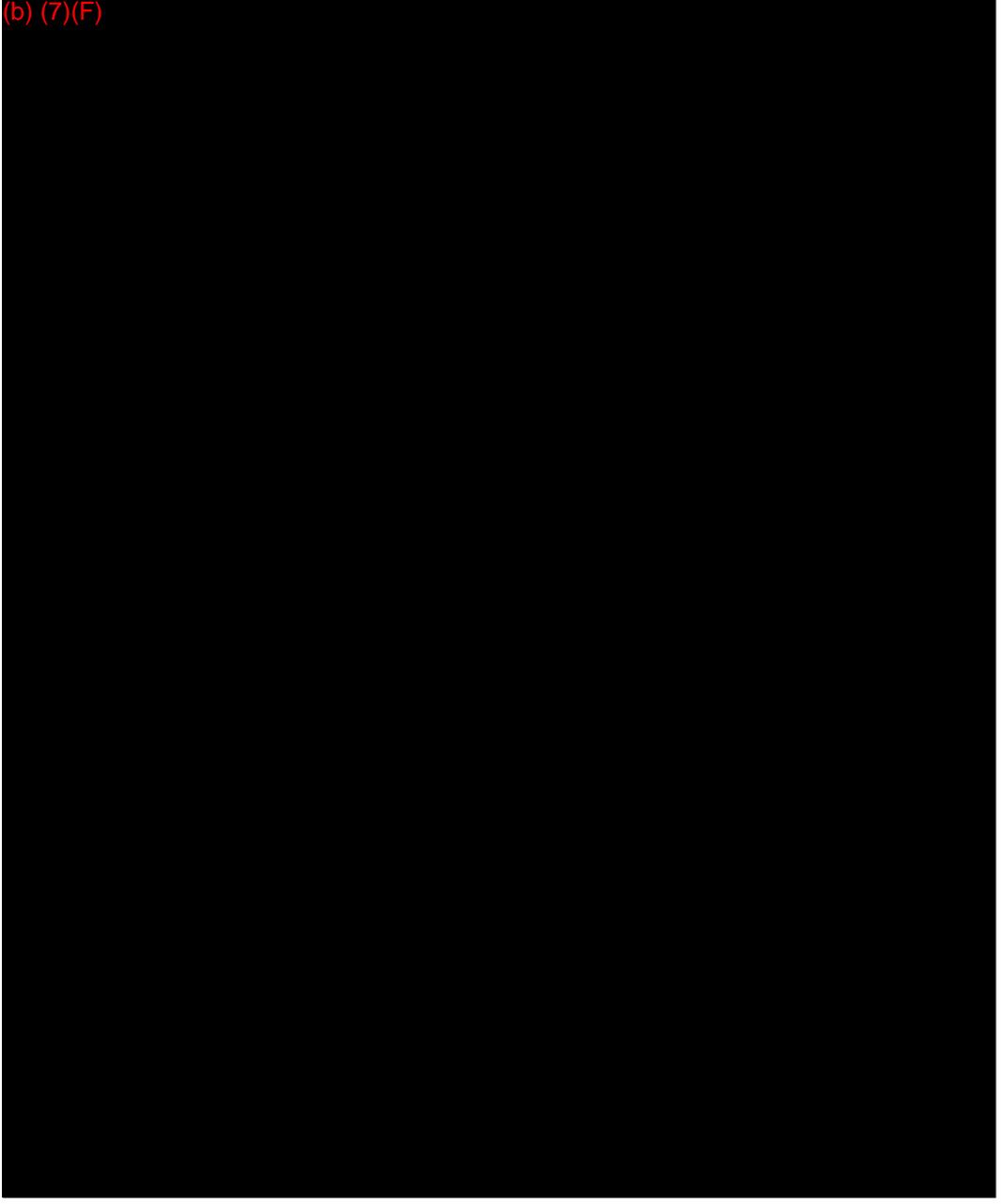


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10.6 BLAST PROTECTION

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10.7 EXTERIOR WINDOWS

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10.8 RF SHIELDING BUILDING ENVELOPE

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E. (b) (7)(F)

10.9 SPEAKERS

- A. The Lessor shall submit a sample of the proposed fire alarm device, fire alarm speaker, and PA system speaker to be used for this project to the Tenant for testing and approval regardless of whether similar devices have been used on previous Tenant projects.

10.10 MANBARS

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- B. Man bars are defined as:

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- C. Access doors shall be provided on the ducts (on the secure side), for visual inspection of the man bars. Access door shall remain operational after ceiling grid is installed.

- D. Refer to the: "Man Bar" diagram in the DIAGRAMS section of this POR.

10.11 FIRE DEPARTMENT ACCESS

- A. The Lessor shall coordinate with the Tenant any fire department access requirements to the site and the building required as a result of the installation of the access control system.

10.12 LANDSCAPING

- A. Landscaping design elements that enhance security are desired. Avoid landscaping that would permit concealment of trespassing individuals or obstruct the view of security personnel and CCTV. Landscaping in the clear zone shall be limited to items that will not over time obscure local guard or camera vision.

10.13 CONSTRUCTION SITE SECURITY REQUIREMENTS AND PROCEDURES

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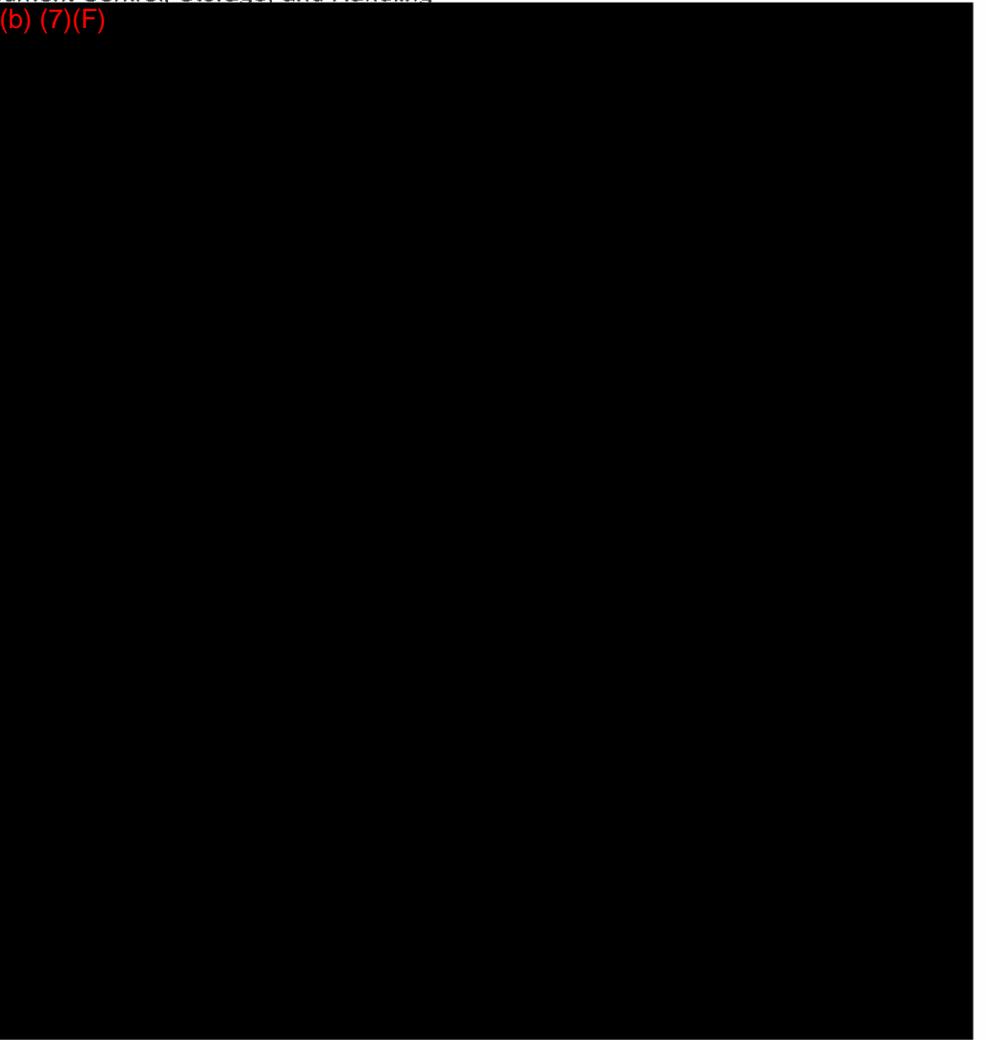
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Security Procedures

A. Personnel

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B. Document Control, Storage, and Handling

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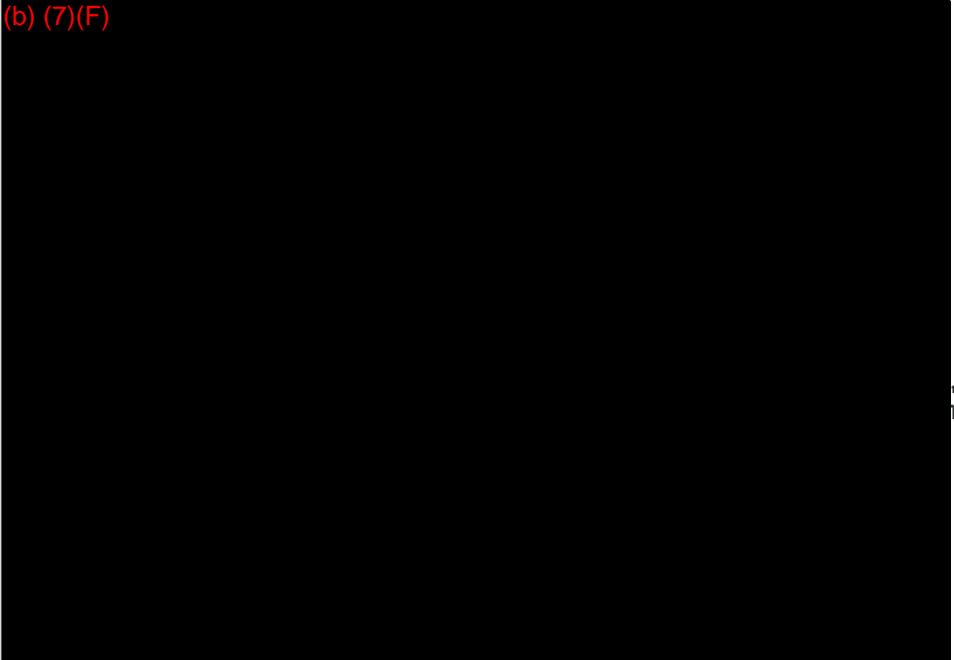
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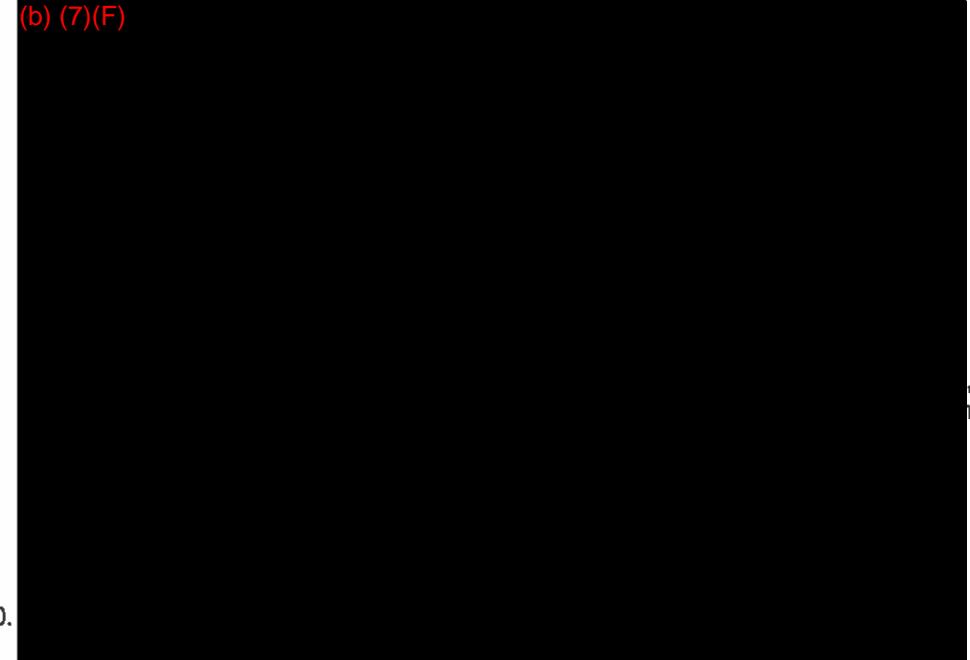
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C. Information Technology (IT) / Information Security (IS)

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D. Supply Chain Risk Management (SCRM)

1. Supply Chain Risk Management (SCRM) requirements protect the physical flow, installation, quality, and integrity of materials and products used in the construction process of any Tenant building or space. SCRM requirements apply to all contractors, sub-contractors, and vendors who will be directly involved in the manufacturing, handling, storage, distribution, transportation, and installation of any materials and products used in any Tenant building or space. All contractors, sub-contractors, and vendors will be required to submit a signed affidavit stating that they meet or exceed certain security requirements provided by the Tenant to include:
 - a. The naming of the Tenant's Agency, or any other government logo/designation, on invoices, purchase orders, manifests, and bills of lading is prohibited.
 - b. The contractor must ensure that the contractual terms and conditions for supply chain security requirements herein are embedded in contracts with and between its sub-contractors, vendors, and suppliers.
 - c. All information on the shipping documentation is legible, complete, accurate, and protected against the exchange, loss, or introduction of erroneous information.
 - d. All information related to shipments of materials and products, in written or digital form, must be safeguarded.
 - e. All packing slips, manifests, bills of lading, or other shipping documentation for all construction products and material received at the project site, contractor's facility, or any other designated off site location must be checked and reconciled with the actual shipment. Any discrepancies must be reported to the Site Security Manager (SSM) immediately. The government reserves the right to reject any or all material should there be a discrepancy in the shipment.
2. A program must be in place to provide training to all employees on how to properly identify, document and report supply chain security incidents and suspicious activities or behavior.
3. All entities must have procedures in place to remove in a timely manner company IDs, access badges, keys, uniforms (if applicable), equipment, or sensitive information, and IT system access for terminated and resigned employees.

Construction Site Security Requirements

- E. The Lessor shall provide a Construction Site Security Plan, within twenty (20) business days after award, which addresses the location of construction security items, such as the temporary fence, CCTV cameras, job site trailers, lay down area, dumpsters, parking, and construction workers' entrance.
- F. Prior to the start of construction at the site, the Lessor's contractor shall provide one (1) 50' 0" long x 20' 0" double-wide trailer for dedicated use by the Tenant for site security operations. This trailer shall house the Access Control Facility (ACF) for the construction site. This trailer shall be in addition to any other required for construction operations to include contractor and GSA trailers. The trailer shall have two offices, an open meeting area, and a conference room. Contractor shall furnish the trailer with new furniture including, but not limited to, one desk per office and a plan table in the open meeting area. The trailer shall be provided with a transaction window for daily check in and badging of construction personnel. Refer to the Diagrams section of the POR for the

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interior layout of the trailer. The trailer shall be fully equipped with operating HVAC systems, lighting, electricity, telephone, unlimited data broadband internet service with a min. of 15Mbps download capability, and a unisex toilet facility connected to the water and sewer system. The Lessor shall be responsible for weekly cleaning of the trailer.

- G. The trailer shall be made available for the Tenant's use until occupancy of the building. The location of the trailer shall be determined in coordination with the Tenant, with optimal placement outside of the permanent perimeter fence so that relocation will not be required while construction is ongoing and it may continue to be used as the ACF throughout the project. If it is not possible to locate the trailer outside of the permanent fence due to site constraints, and it must be relocated to accommodate site work or construction progress, the Lessor shall provide similar accommodations within the new building to include access to the building's toilet facilities or relocate the trailer along with all utilities and services. In the event a location within the building is provided for the tenant's onsite staff, a fully conditioned guard booth shall also be provided by the Lessor at the construction site entrance to allow the tenant to continue to perform daily check in and badging functions.
- H. The contractor shall provide adequate security to the entire construction site and the building(s), to include a temporary construction fence and site security lighting, throughout the entire construction period.
- I. The Tenant shall be permitted access to the construction site at all times and at all stages of construction.
- J. Parking for a minimum of six vehicles shall be provided adjacent to the Tenant's trailer or location approved by the Contracting Officer for Tenant use. The Lessor shall provide a level and safe walking path from the parking area to the Tenant's trailer.
- K. The General Contractor shall assist the Tenant to the greatest extent possible to safeguard the security of the construction job site. The Lessor, General Contractor and their subcontractors and suppliers, and all other individuals involved in the construction process shall adhere to the security measures and policies set forth below.
 1. Perimeter Controls
 - a. The contractor shall provide a chain link or similar fence, six feet in height and of sufficient integrity to deter unauthorized access for the entire perimeter of the construction site.
 - b. When possible, consideration shall be made to allow for the fence to be placed beyond the location where the permanent fence/wall will be placed, in order to facilitate the construction of the fence/wall without having to remove the temporary fence.
 - c. Unlocked gates will be manned by Tenant personnel or Tenant provided security guards.
 - d. The perimeter, construction buildings, and secure storage facilities shall be sufficiently lit to permit night time surveillance of all areas by guard forces.
 - e. Enhanced lighting shall be provided at all perimeter entry points.
 2. Gates
 - a. There shall be no more than two vehicular entrances and one pedestrian entrance.
 - b. Access gates to the site shall be kept secured when not in use.

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3. Access Control Facility
 - a. Site security and access will be controlled by a Tenant Project Site Security Officer (PSSO).
 - b. The construction site shall have an Access Control Facility (ACF) staffed by Tenant-cleared personnel. All access to the site shall be controlled from the ACF.
 - c. The Tenant may deny access to any part of construction site or facility at any time. The PSSO will notify the contractor of access denial.
 - d. No uncleared or unescorted personnel will be permitted access within the secure perimeter of the construction site.
 - e. All project personnel, contractors, and visitors will enter the project construction site through the ACF.
 - f. The PSSO will maintain an access control list based on a "cleared worker" roster which will be submitted to the contractor on a weekly basis for updating.
4. Entry/Exit Inspection
 - a. All persons and vehicles entering and exiting the site may be inspected. All personnel may pass through a walk-through metal detector, or, if entry by a secondary gate is necessary, by hand-held metal detector. All visitors and day workers are subject to search, including x-ray, of their possessions.
 - b. All vehicles and their contents, entering or leaving a construction site, support site or Secure Storage Area are subject to search and inspection. Drivers and passengers may undergo metal detection inspection prior to entering or leaving the construction site.
5. Identification Badge
 - a. Photo identification badges shall be worn by all project personnel while on the construction site. The PSSO will establish an access control identification card system for all workers or visitors on the site.
 - b. Issuance
 - i. All personnel seeking access to the site will be issued an identification badge bearing his/her photograph, and other security related information. Admission to the site is permitted only after the guard has verified the photograph on the badge matches that of the individual.
 - ii. Cleared personnel. Permanent cleared contractor personnel will be issued a permanent site access badge. Cleared project personnel will retain their badges during the construction period and shall not publicly display the badge when off the project site.
 - iii. Uncleared personnel. For non-permanent uncleared contractor personnel, an identification badge will be issued each day in exchange for an official, Government-issued, photo-bearing identity document. Document facsimiles or reproductions are not acceptable. The official, Government-issued, photo-bearing identity document will be returned to uncleared personnel upon return of the identification badge and departure from the site. All uncleared personnel shall leave their badges at the Access Control Facility (ACF) upon leaving the project site.
 - c. Display. All persons shall prominently display the badge above the waist on the front of the body while on the construction site. Badges may be displayed using armbands.
 - d. Surrender or Loss of Badge

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- i. Loss of badge or failure to comply with established procedures may result in the person being denied access to the construction site.
 - ii. All costs resulting from the removal of the employee shall be the responsibility of the contractor.
 - e. Disposition of Badges. All identification badges issued for construction site access shall be returned and accounted on a daily basis, or when site access is no longer required, when job termination occurs, or upon demand by the PSSO.
6. Visitors
- a. All visitors to the secure storage area or construction site shall be approved in advance by the PSSO or designee.
 - b. Visitors shall be escorted by cleared permanently assigned project personnel at all times.
 - c. All visitors, cleared or uncleared, are required to wear and display a visitor's badge at all times on the construction site.
 - d. Authorized visitors will be issued temporary visitor badges which shall be returned and accounted for on a daily basis.
7. After-Duty Hours Access
- a. Uncleared personnel will not be permitted access to the construction site or secure storage areas after normal duty hours without prior authorization from the PSSO.
 - b. All personnel seeking access to the site after normal business hours must coordinate with the PSSO and will be required to sign in/out in the Visitor's Log.
8. Parking On Site
- a. Parking of vehicles on site will not be permitted without the advance written approval of the PSSO. Failure to obtain advance approval may, at the option of the Tenant, result in the removal of the vehicle from the premises with the contractor or owner assuming all resultant costs.
9. Site Deliveries
- a. Deliveries to the construction site or secure storage area shall be scheduled a minimum of 24 hours in advance with the PSSO and delivered during normal business hours, as defined by the contract, unless approved in advance by the PSSO. Failure to provide advance notice of a delivery may, at the option of the Tenant, result in denial of acceptance of the delivery.
10. Storage of Workers' Tools
- a. The contractor may provide on-site space for the storage of workers' tools in order to reduce, if not eliminate, the need for daily introduction/removal of these items to or from the construction site. Adherence to this procedure will serve to facilitate more expeditious security screening of construction personnel as they seek entry to the site.
11. Photography
- a. The contractor is prohibited from taking any photographs without the written approval of the PSSO. The PSSO will coordinate any requests for photography on site.
12. Prohibited and Restricted Items

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- a. The following items are prohibited at the construction site: firearms, knives or other weapons; illegal or controlled substances without a medical prescription; alcoholic beverages.
- b. The following items are not permitted on the construction site without advance written approval of the PSSO, and are subject to any restrictions, limitations or other requirements which the PSSO may stipulate: explosives - limited to the amount that is strictly required for construction; photographic equipment; and electronic devices to include cell phones with cameras, audio or video recording equipment, transmitters, receivers (other than AM/FM stereos), or any listening devices, with the exception of hearing aids.

13. Key Control

- a. Keys to any office, building, or storage container or area shall not be removed from the site or duplicated without the specific advance approval of the PSSO. The PSSO will maintain a key control index and a key cabinet. The PSSO will develop a check in/out procedure for key control.

14. Inspections

- a. Construction and security inspections will be conducted on a regular basis during construction by the tenant's Security Division. Formal inspections will be conducted at the 50% and 90% construction completion, as noted in the Lessor's construction schedule, and a report will be generated with the results.

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11.0 RATIO BASED REQUIREMENTS

11.1 GENERAL

- A. The offer shall include the following items in the quantities indicated below in the rental rate of the lease. Since exact quantities of partition types and electrical outlets will be unknown at the time of Lease Offer and Award, and won't be finalized until the TI Construction Documents are completed, the Lessor shall include in the rental rate the cost of the partitions and electrical outlets, using the negotiated costs from the Unit Price Matrix (UPM), applied to the ratios per offered total ABOA as stated below. The ABOA is the project specific offered (officially listed on the Lease's Standard Form (SF) 2 "US Government Lease for Real Property") ANSI/BOMA Office Area (ABOA) square feet. The ratios were developed to apply to the total offered ABOA for the complete project, to include office building, Annex, and VSF (as applicable), regardless of where the partition is being used. For example, partitions to be used only in the Annex, are still to be included in the ratio below based on the total ABOA.

11.2 ARCHITECTURAL

- A. The offer shall include the following partitions in the quantities (ratios per ABOA) indicated below. Since Unit Prices are provided in Linear Feet (LF) the Lessor must take any slab to slab variations between floors of the Office Building into consideration when establishing the Unit Prices. Separate ratios are provided for the Annex partitions (b) (7)(F) to be used where an Annex is included in the Lease requirements. Separate Unit Prices are required for these partition types in the UPM due to the increased vertical clearance requirements of the Annex which may impact the partition height. All partitions shall be complete and include paint and base board. This information is not applicable to shell and core construction, including, but not limited to: exterior walls; shaft walls; columns; and interior walls enveloping any core elements (building mechanical/electrical rooms, restrooms, stairs, etc.). The cost of all core and shell construction is the responsibility of the Lessor as a part of the core and shell cost. Where any core and shell wall must be modified due to TI requirements, for example, a tenant program is adjacent to a core function such as shaft or stairwell wall, only the additional component for that partition shall be included in the reconciliation as a cost to the tenant. For example, an additional layer of drywall, RF foil, or plywood.

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11.3 ELECTRICAL

- A. Convenience outlets shall be installed on the basis of a maximum of 8 outlets per 20 amp circuit. All branch circuit wiring shall consist of copper conductors. Conductors for branch circuits shall be sized to prevent voltage drop exceeding 3 percent at the farthest receptacle. The electrical requirements below shall be provided in addition to the specific electrical requirements stated within this POR.
 1. Shielded duplex outlets shall be provided on the basis of 1 per each 100 ABOA square foot of space provided.
 2. Shielded quadruplex outlets shall be provided on the basis of 1 per each 150 ABOA square foot of space provided. Essential quadruplex outlets shall be provided on the basis of 1 per each 400 ABOA square foot of space provided.
- B. Systems open workstation furniture Connections.
 1. Systems open workstation furniture connection cluster groups shall be provided on the basis of 1 per each 250 ABOA square foot of open office room function.
- C. Data and Telecommunications
 1. Wall mounted Data/Telephone outlets shall be provided on the basis of 1 outlet per each 100 ABOA square foot of space provided.
- D. Floor Mounted Combination Box (electrical, data, and telephone)
 1. Floor mounted combination boxes (flush mounted in concrete floor) shall be provided on the basis of 1 per 5000 ABOA square foot of space provided.
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12.0 SPECIAL ELECTRICAL REQUIREMENTS

12.1 SHIELDED POWER RISER, ELECTRICAL POWER LOADS

A. Approximate required single phase capacity @ 120 V shall be 300 KVA

12.2 ESSENTIAL POWER, PANEL LOAD TABLE

Panel	Load
RP-CP	20 KVA
RP ND	30 KVA
RP FM	10 KVA
RP TR	5 KVA
RP-TFR	12 KVA
RP-TIII	15 KVA
RP-TIIV	25 KVA
RP CR	65 KVA
RP-GB	12 KVA
RP-SCIF	15 KVA

12.3 MINIMUM STANDBY GENERATOR CAPACITY

- A. The standby generator shall have a minimum capacity of 600 kilowatt (kW). Lessor shall provide at no additional cost to the Tenant additional capacity as needed as determined by calculations based on the POR requirements.

12.4 UPS REQUIREMENTS FOR ROOM 100

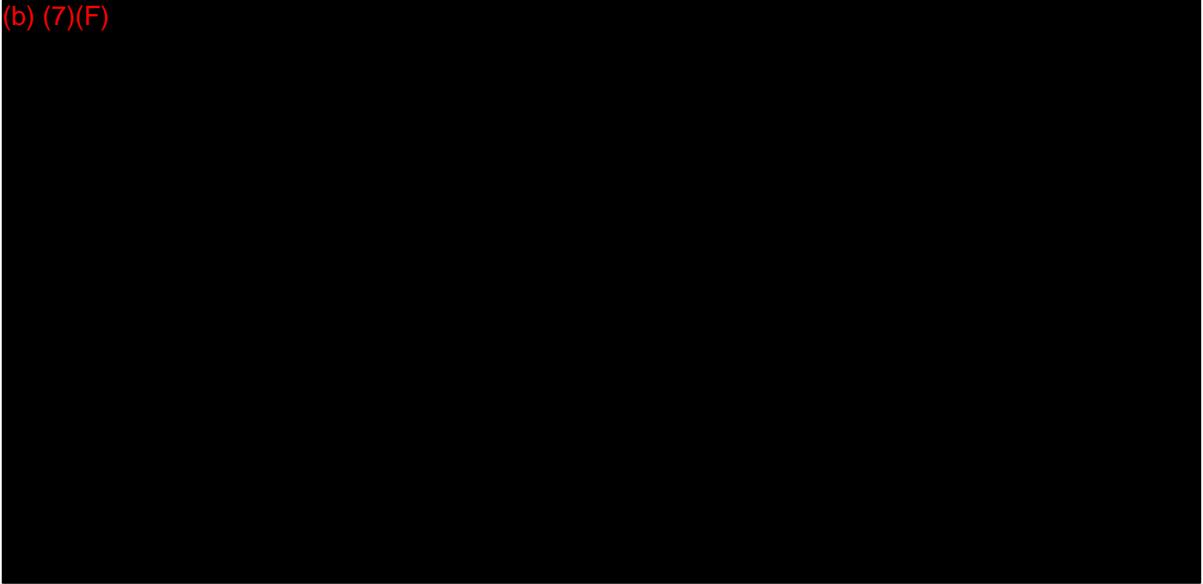
- A. The Lessor shall provide, a minimum of 100KVA 3 Phase UPS. Unit shall be UL listed under 1778 and IEC 1000 (801) Level 4. Manufacturer shall be ISO 9001 certified. Continuous power rating shall be 100KVA @ .8 power factor. Static bypass 100% rated bypass switch shall be provided. Battery shall be rated for 4 minutes @ full load. Electrical engineer shall coordinate weight of UPS with building structural engineer. The UPS shall be located in a utility room located adjacent to the room 100. Coordinate the size of the utility room to accommodate the size of the UPS and the HVAC equipment.
- B. Provide a portable load bank when commissioning the UPS. The size of the load bank shall match the UPS capacity at 100% load. Provide 5 day advance notice to the Tenant's engineer for witnessing the commissioning of the UPS.
- C. Room 91 shall have a visual and audible alarm notification system that monitors the UPS operation. Provide a wall mounted panel or personal based computer software loaded onto the building automation system computer to monitor the alarm status.

12.5 UPS POWER REQUIREMENTS FOR ROOM 96 AND 98

- A. From the UPS distribution panel, provide power to panel RP-CR located in Room 100B, provide UPS power to the rack mounted telephone equipment in Rooms 96 and 98 series. The UPS power to each of the 98 series rooms is for telephone equipment. The Tenant's telephone vendor will supply telephone switches and the racks. The Lessor shall coordinate electrical requirements with the Tenant to support the equipment.

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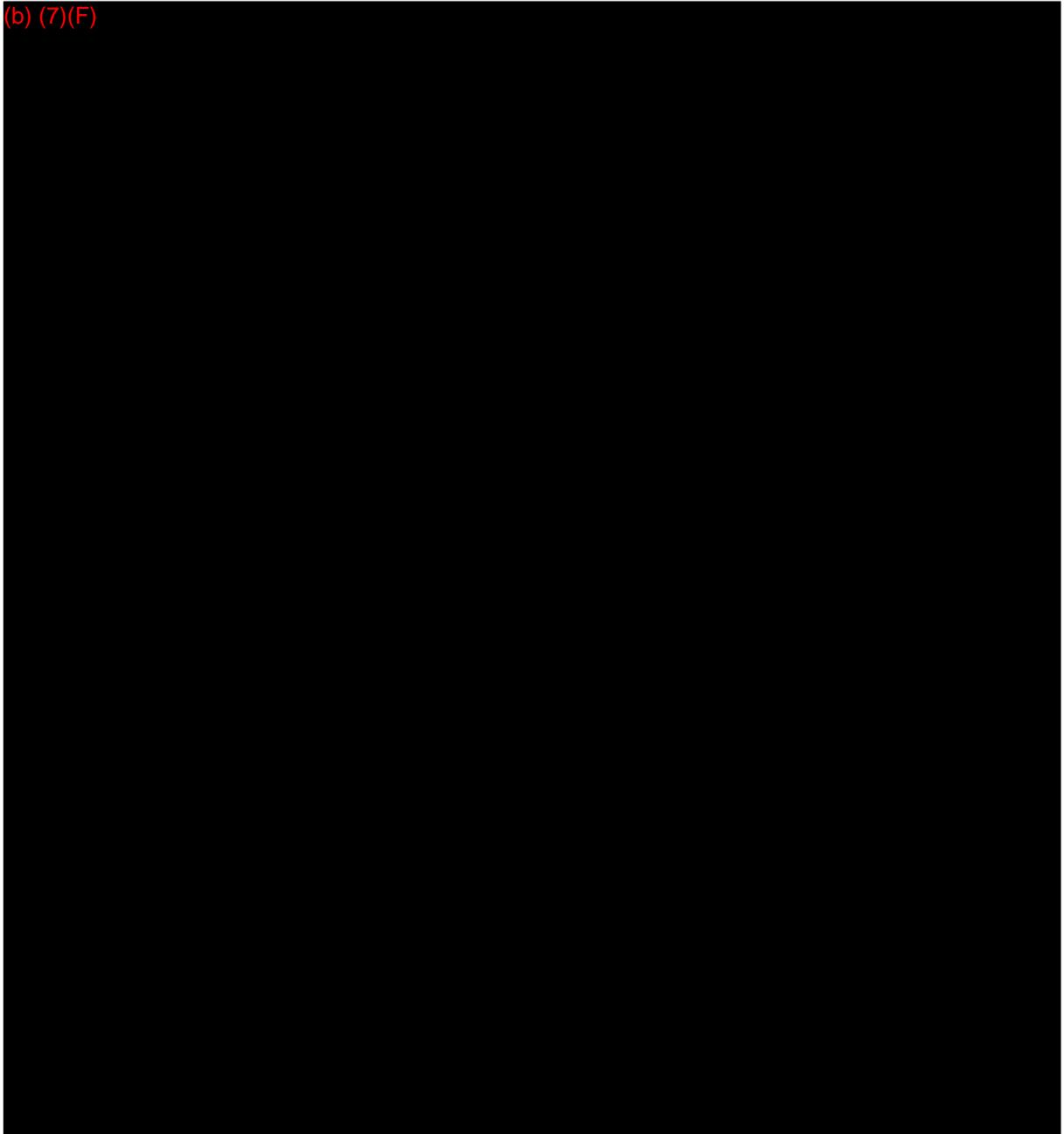


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13.0 DIAGRAMS

- 13.1 SITE: "PRIMARY SITE ENTRANCE" (PSE) CONCEPTUAL LAYOUT**
Coordinate exact location of barrier system components with manufacturer's recommendations.

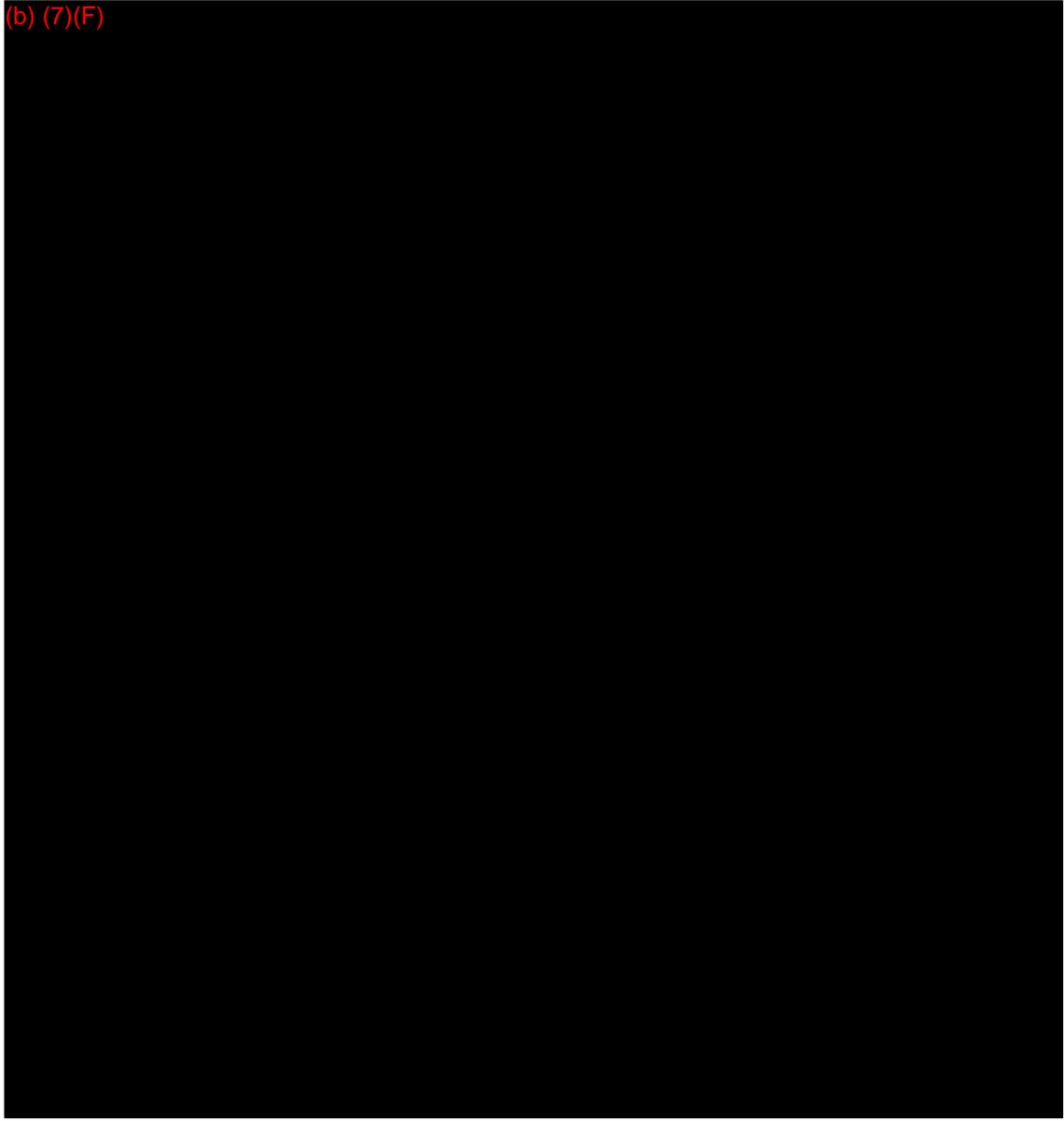
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13.2 SITE: "SECONDARY SITE ENTRANCE" (SSE) CONCEPTUAL LAYOUT

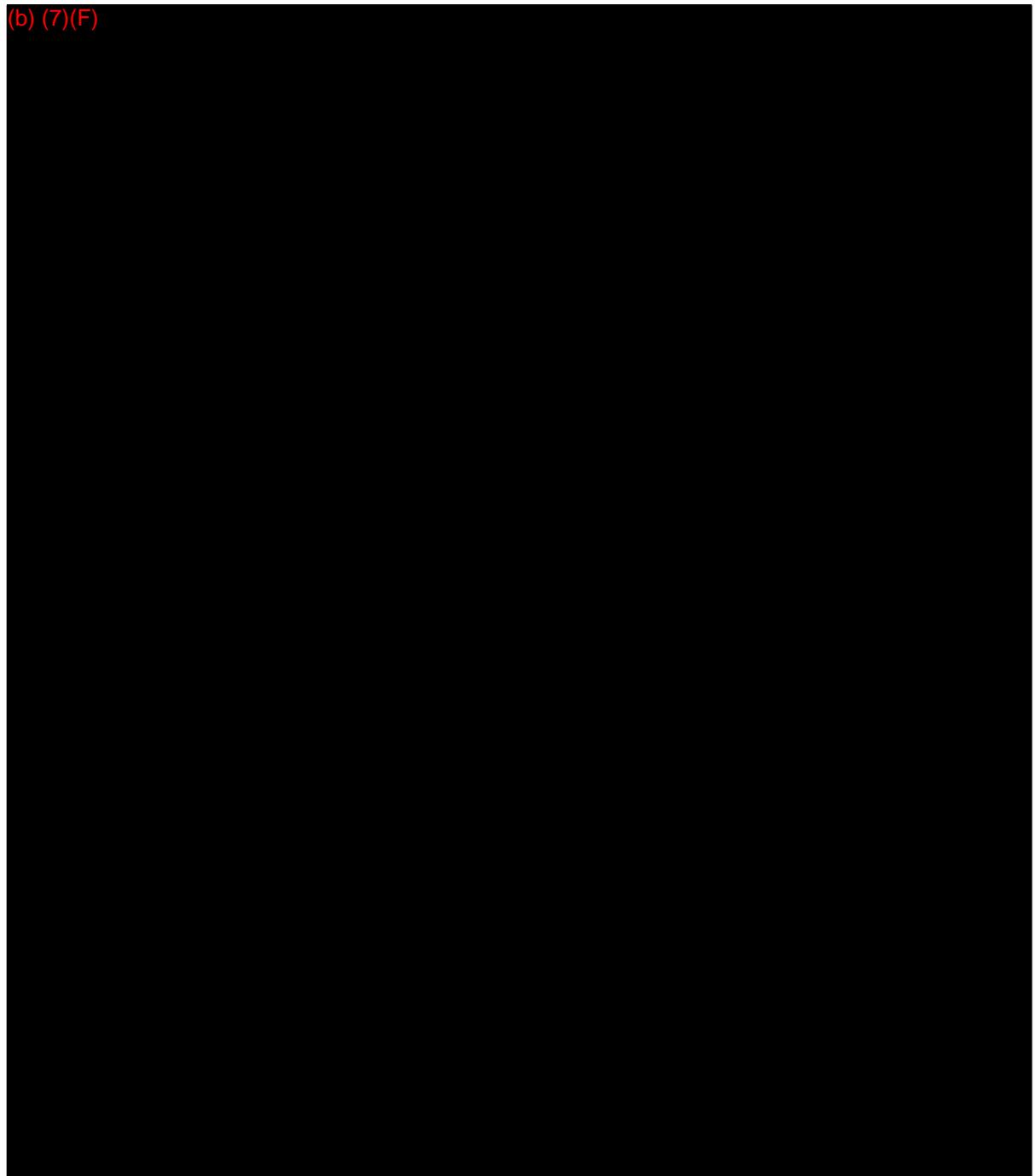
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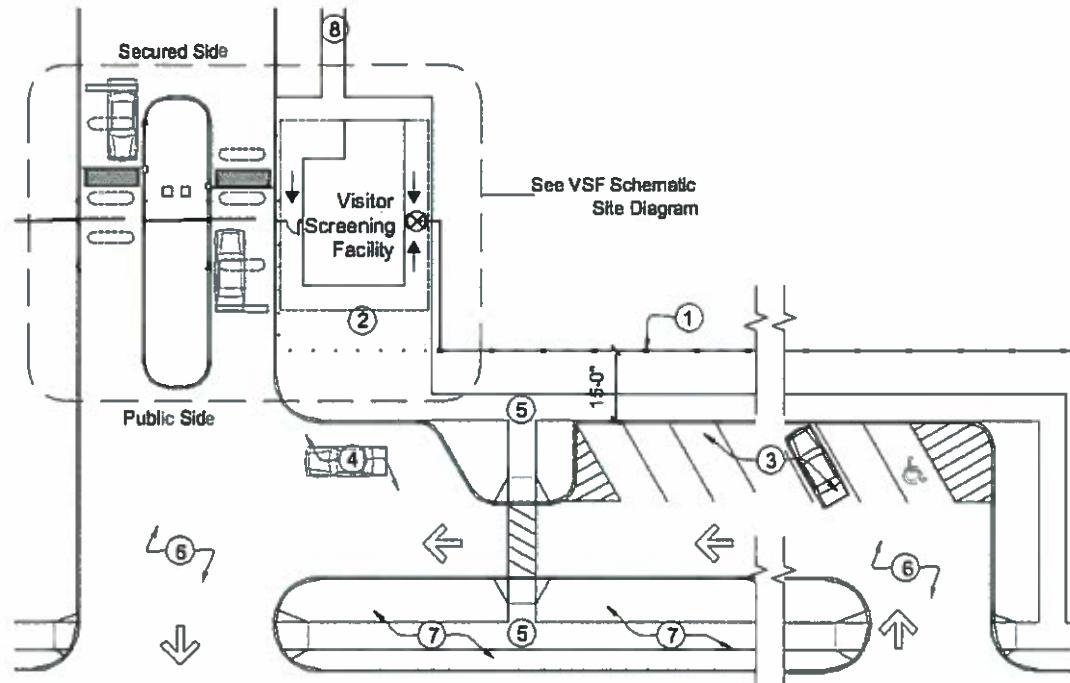
13.3 SITE: "VISITOR SCREENING FACILITY" (VSF) CONCEPTUAL LAYOUT

(b) (7)(F)



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13.4 SITE: "VISITOR PARKING AREA" CONCEPTUAL LAYOUT



LEGEND

- Direction of Pedestrian Circulation
- ↑ Direction of Vehicular Circulation

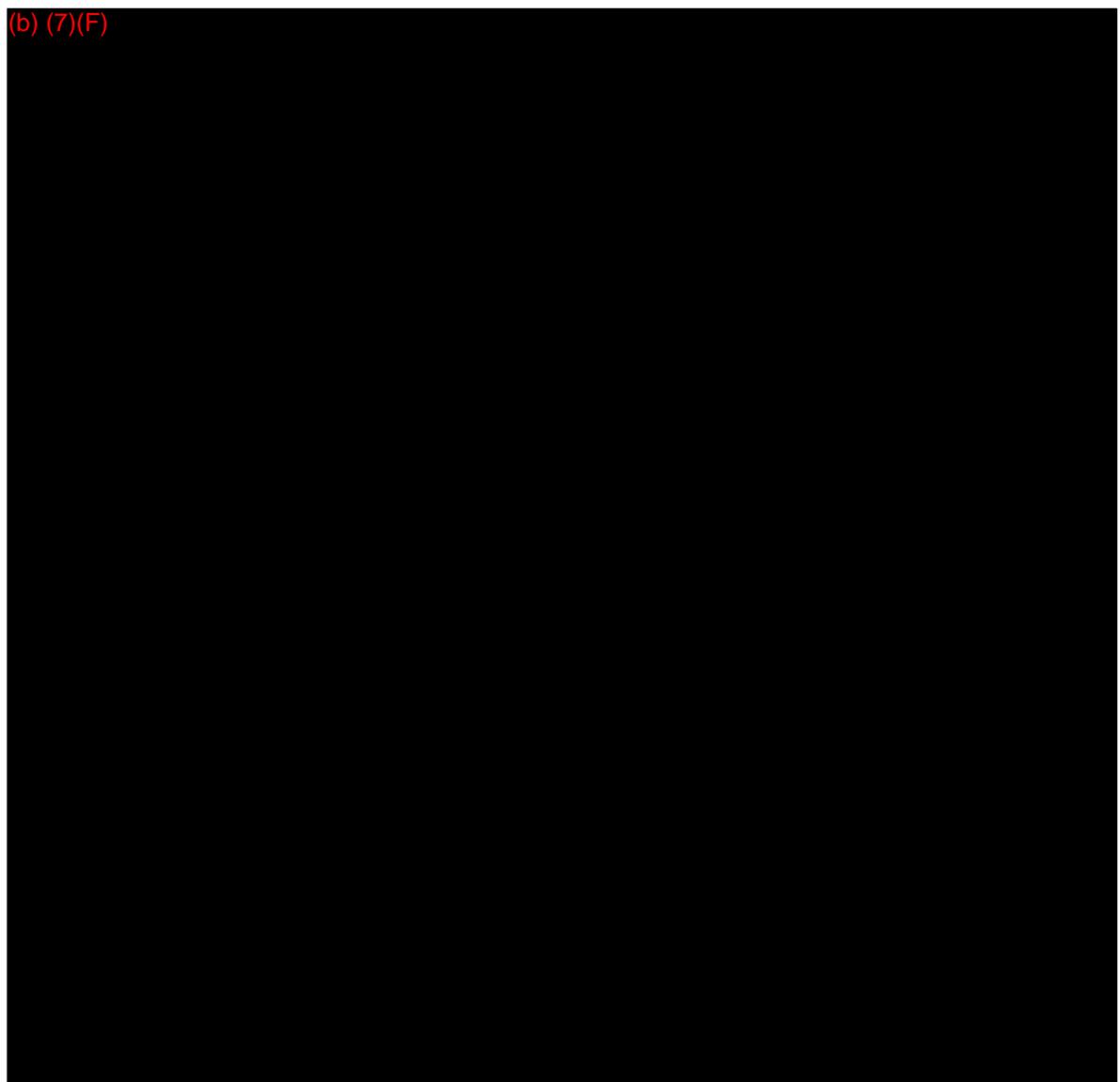
KEYED NOTES

- | | |
|---|------------------------------|
| 1 Perimeter Antiram Barrier /
Pedestrian Fence | 6 Paved Road Surface |
| 2 Paved Surface | 7 Landscaped Area |
| 3 Visitor's Parking | 8 Walkway to Office Building |
| 4 Passenger Drop-Off | |
| 5 Walkway | |

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13.5 SITE: "RECEIVING AREA" CONCEPTUAL LAYOUT

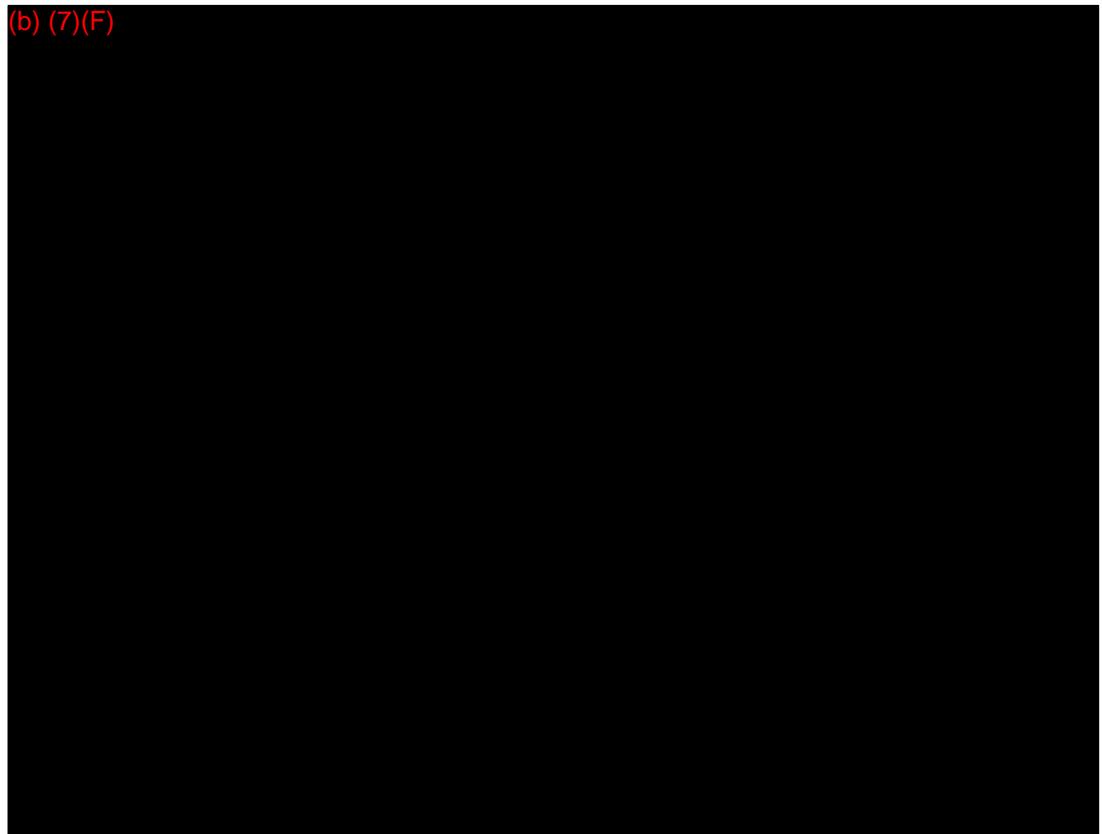
(b) (7)(F)



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**13.6 WALL TYPE (b) CEILING HIGH
(7)**

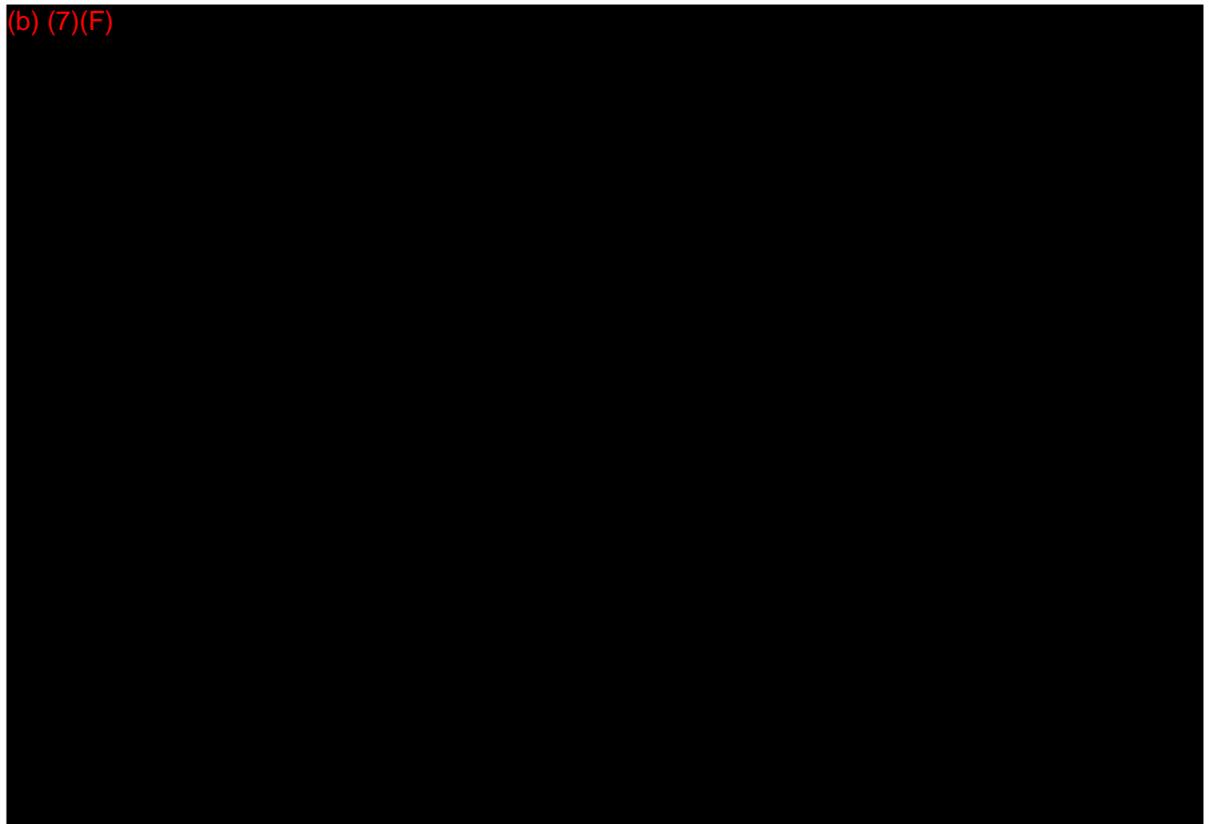
(b) (7)(F)



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**13.7 WALL TYPE ^(b)
_{(7)(F)} CEILING HIGH WITH SOUND INSULATION**

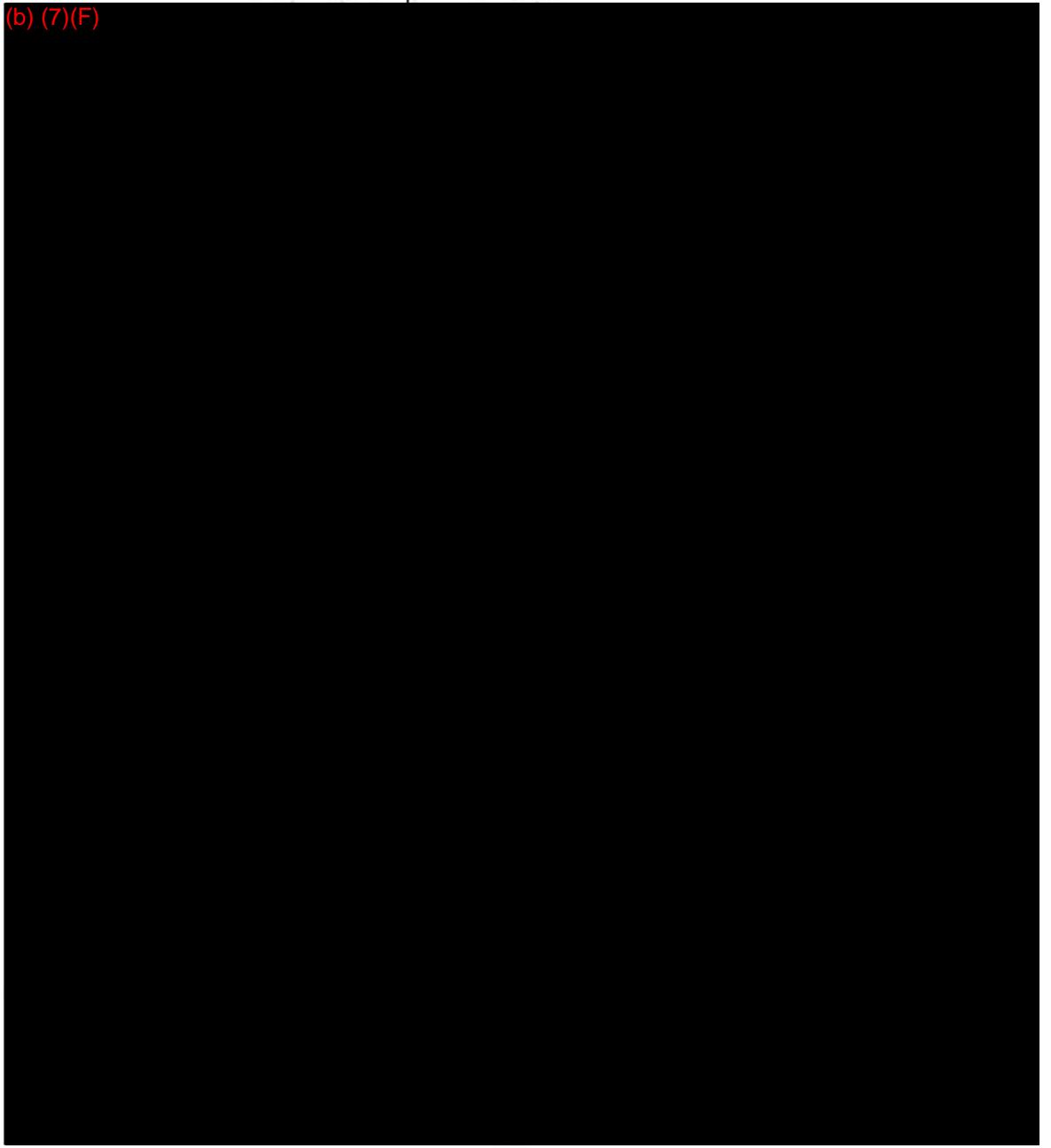
(b) (7)(F)



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**13.8 WALL TYPE(b) BULLET RESISTANT
(7)**

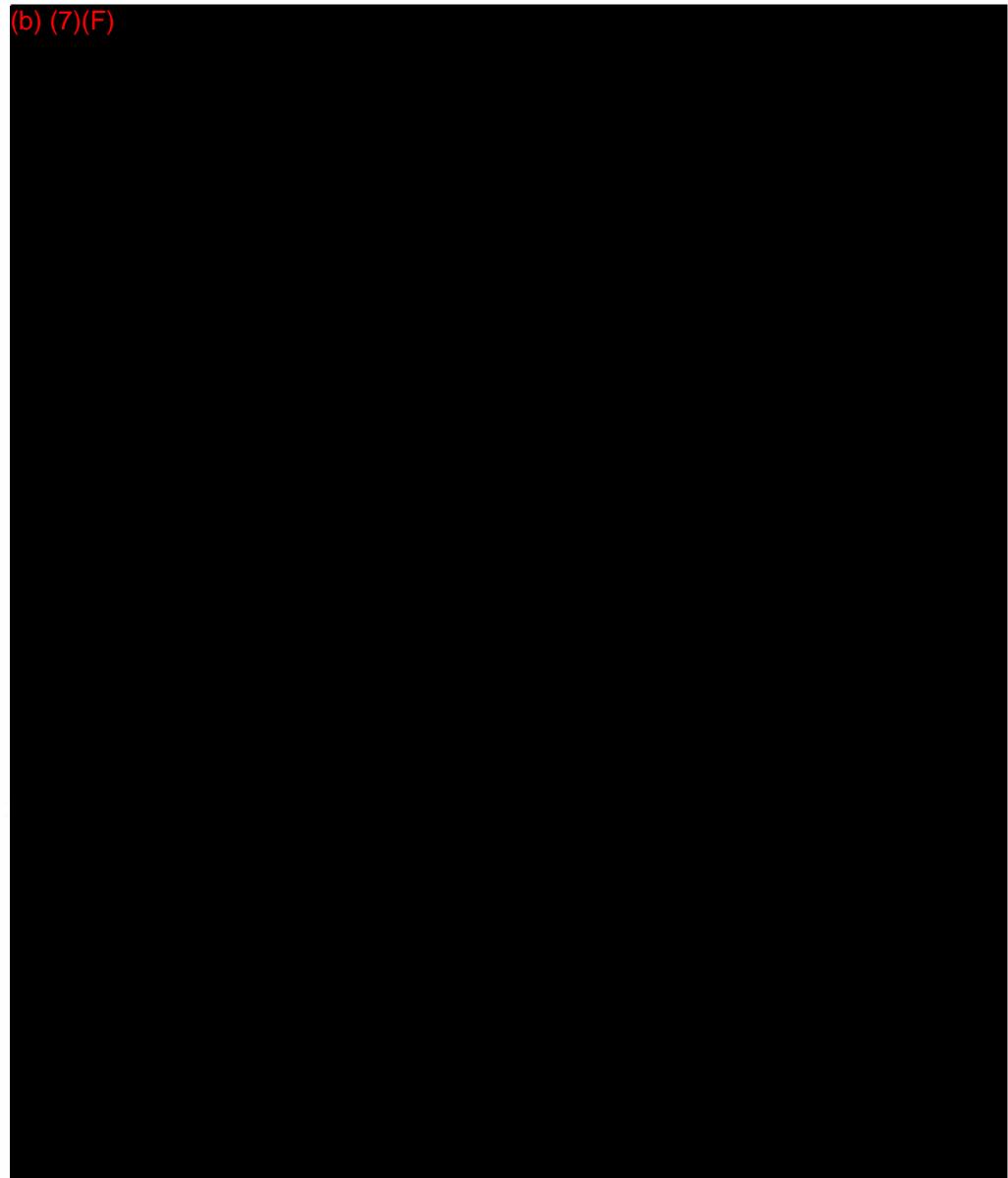
(b) (7)(F)



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**13.9 WALL TYPE ^(b)
₍₇₎ SECURED STORAGE**

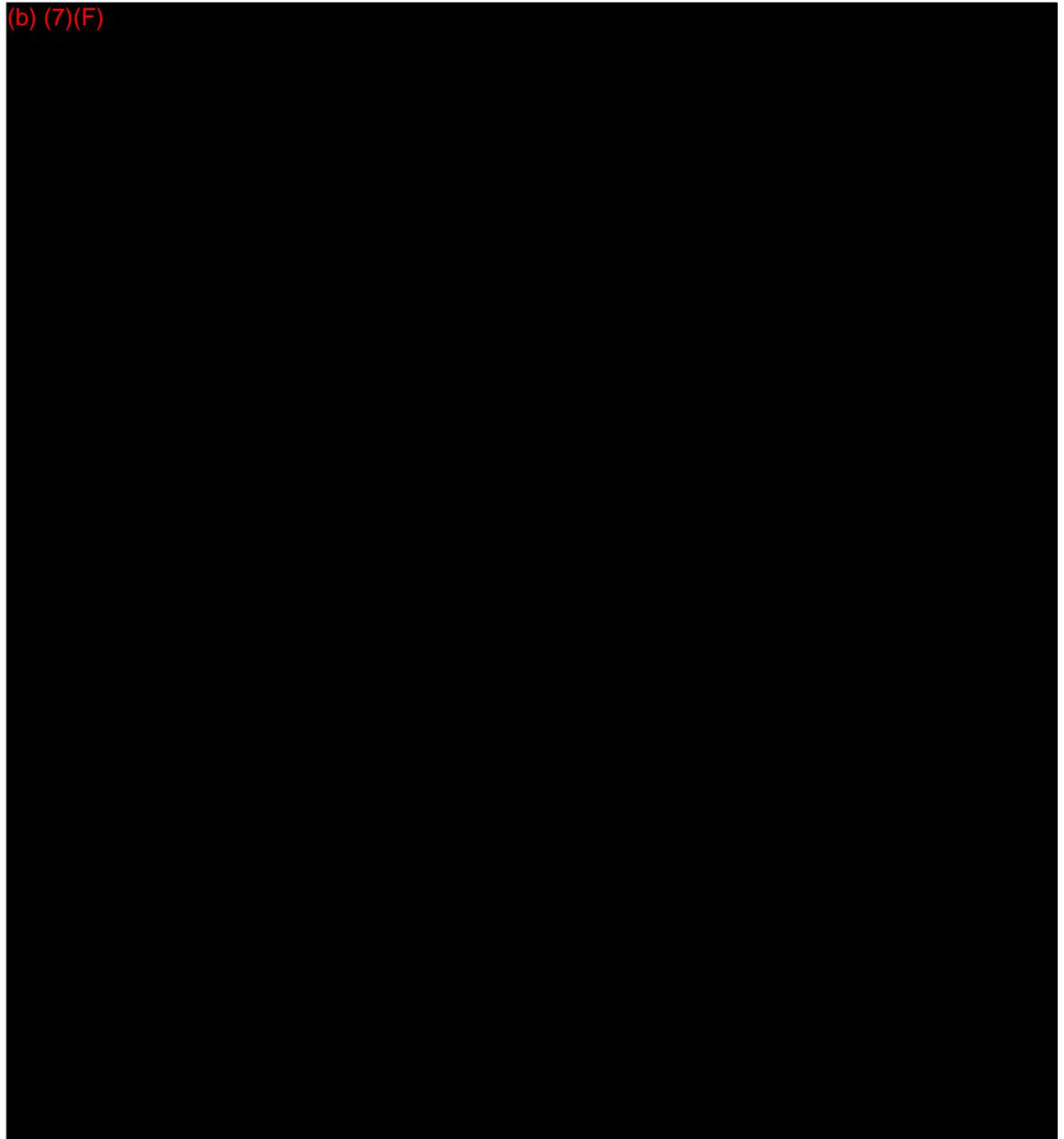
(b) (7)(F)



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**13.10 WALL TYPE ^(b)
(7) SLAB-TO-SLAB**

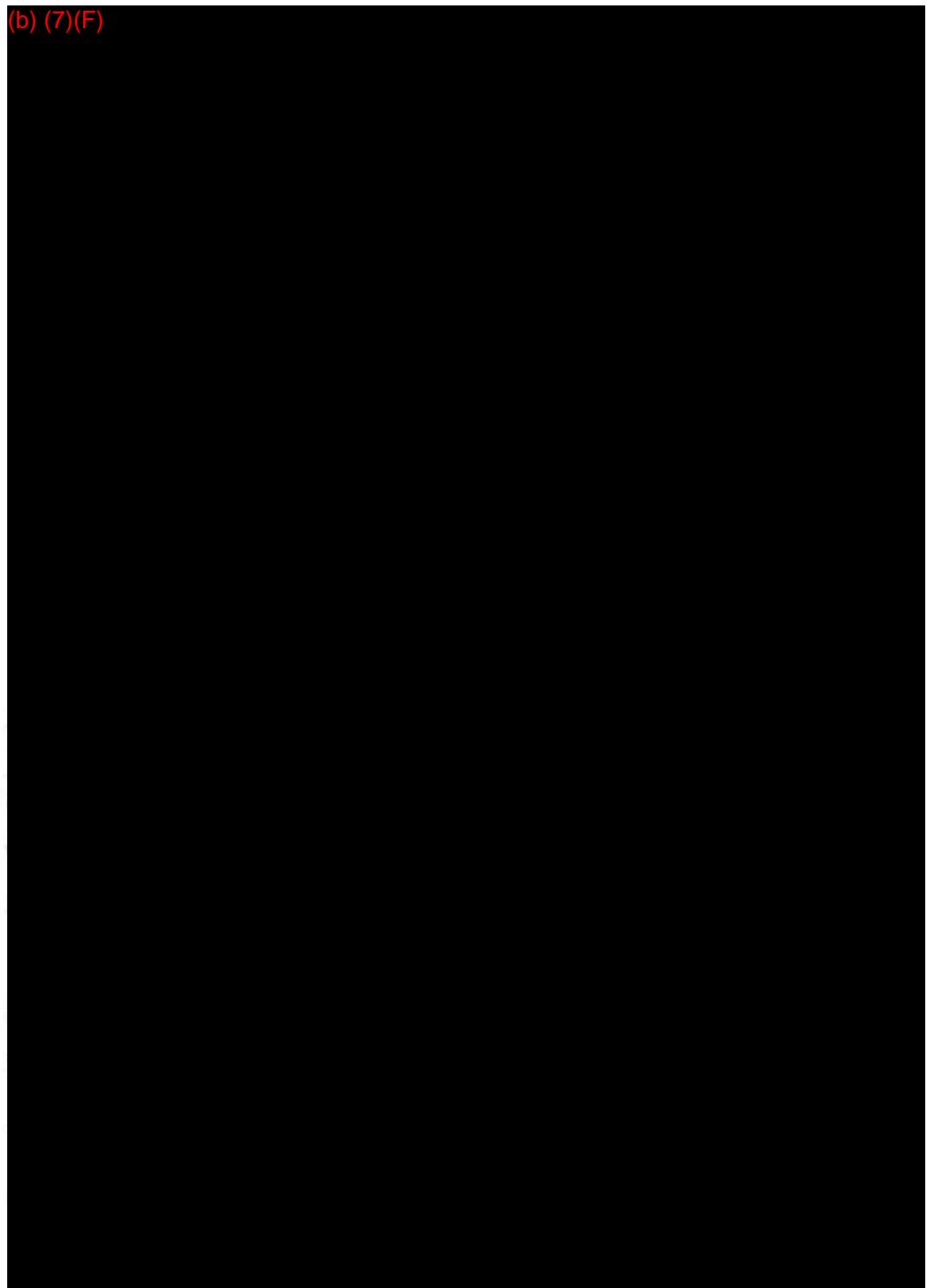
(b) (7)(F)



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13.11 WALL TYPE (b) (7)(F) ACOUSTICAL

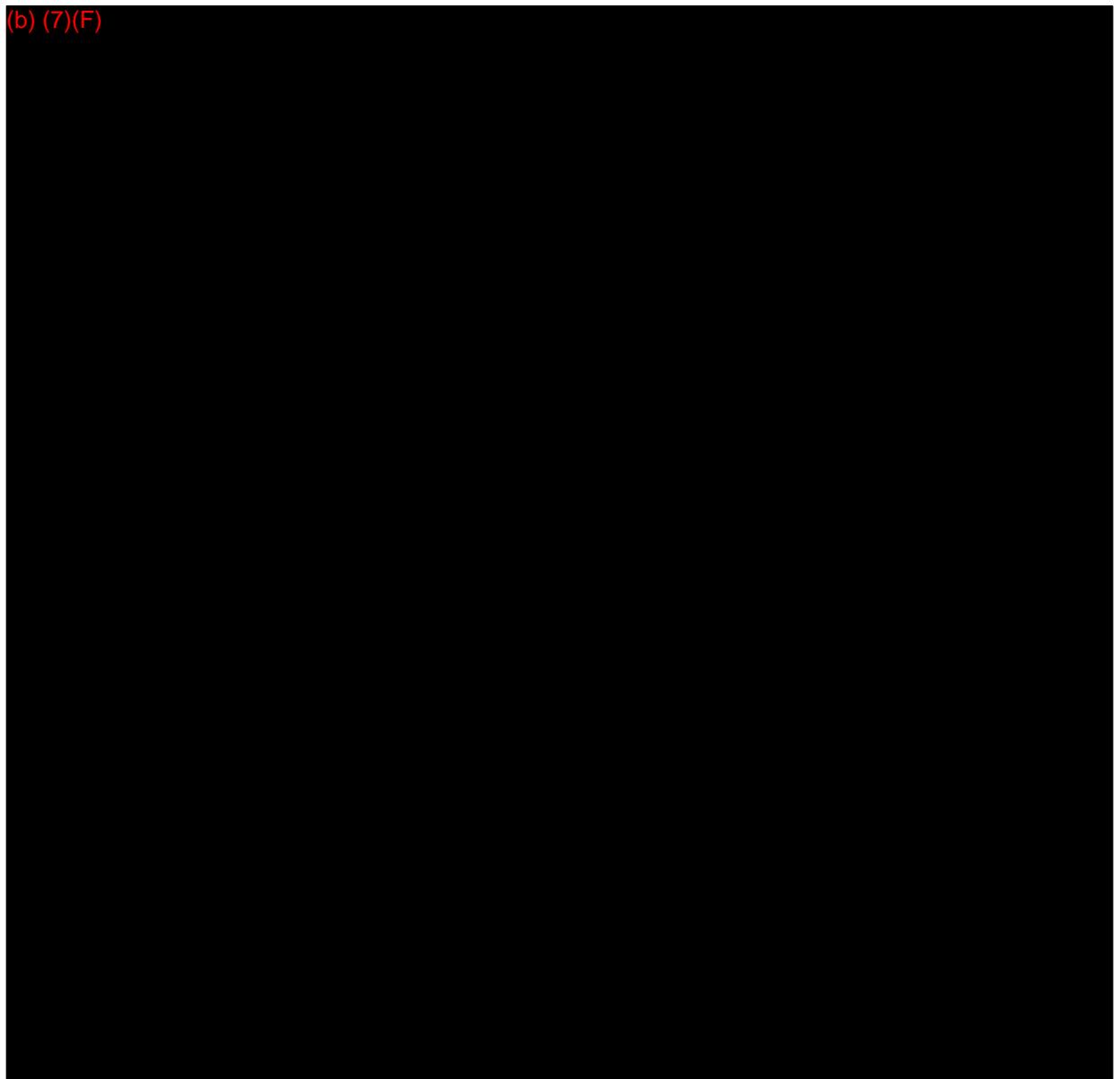
(b) (7)(F)



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13.12 WALL TYPE (b) (7) ACOUSTICAL - (b) (7)(F)

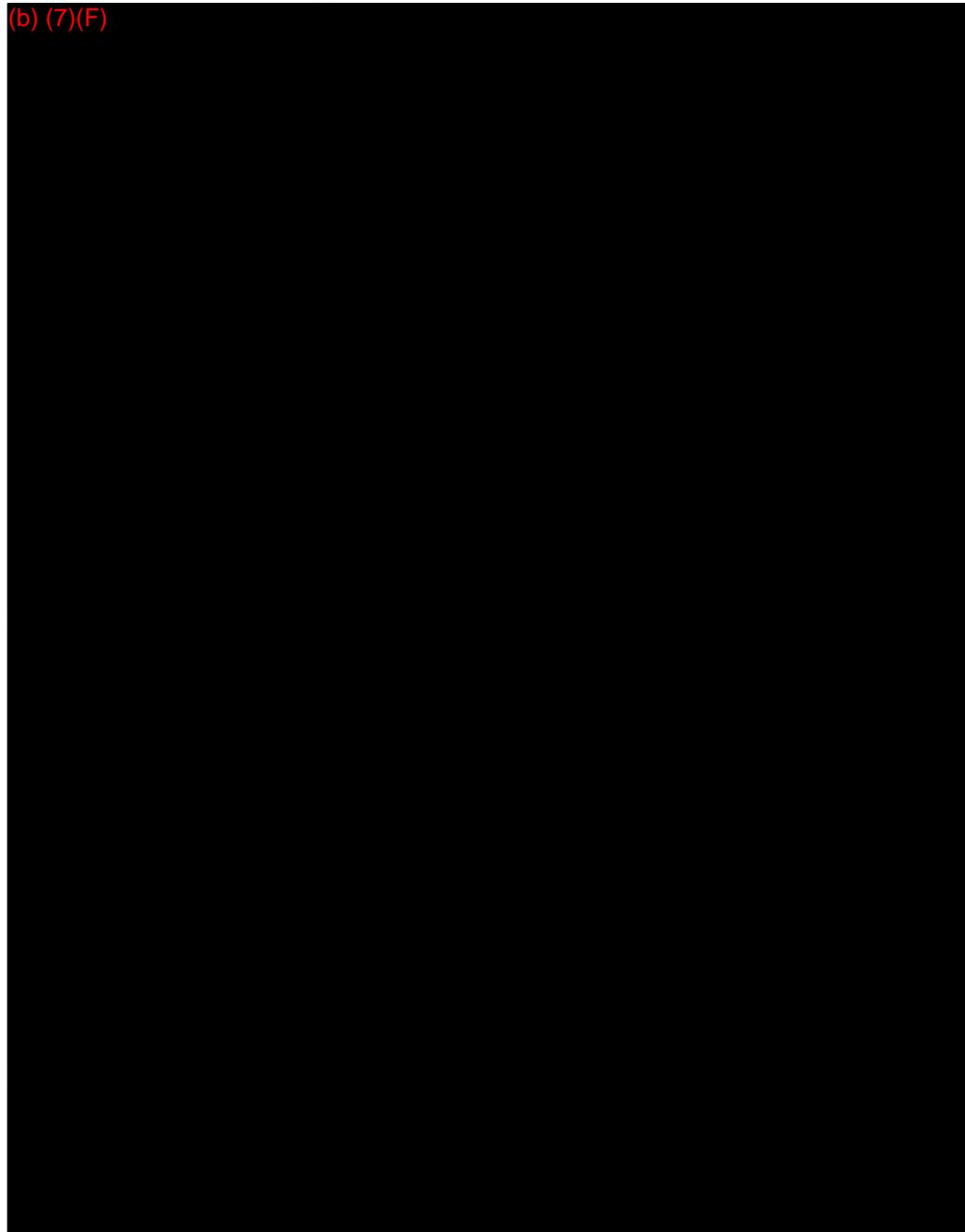
(b) (7)(F)



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13.13 WALL TYPE (b) (7) ACOUSTICAL (b) (7)(F)

(b) (7)(F)



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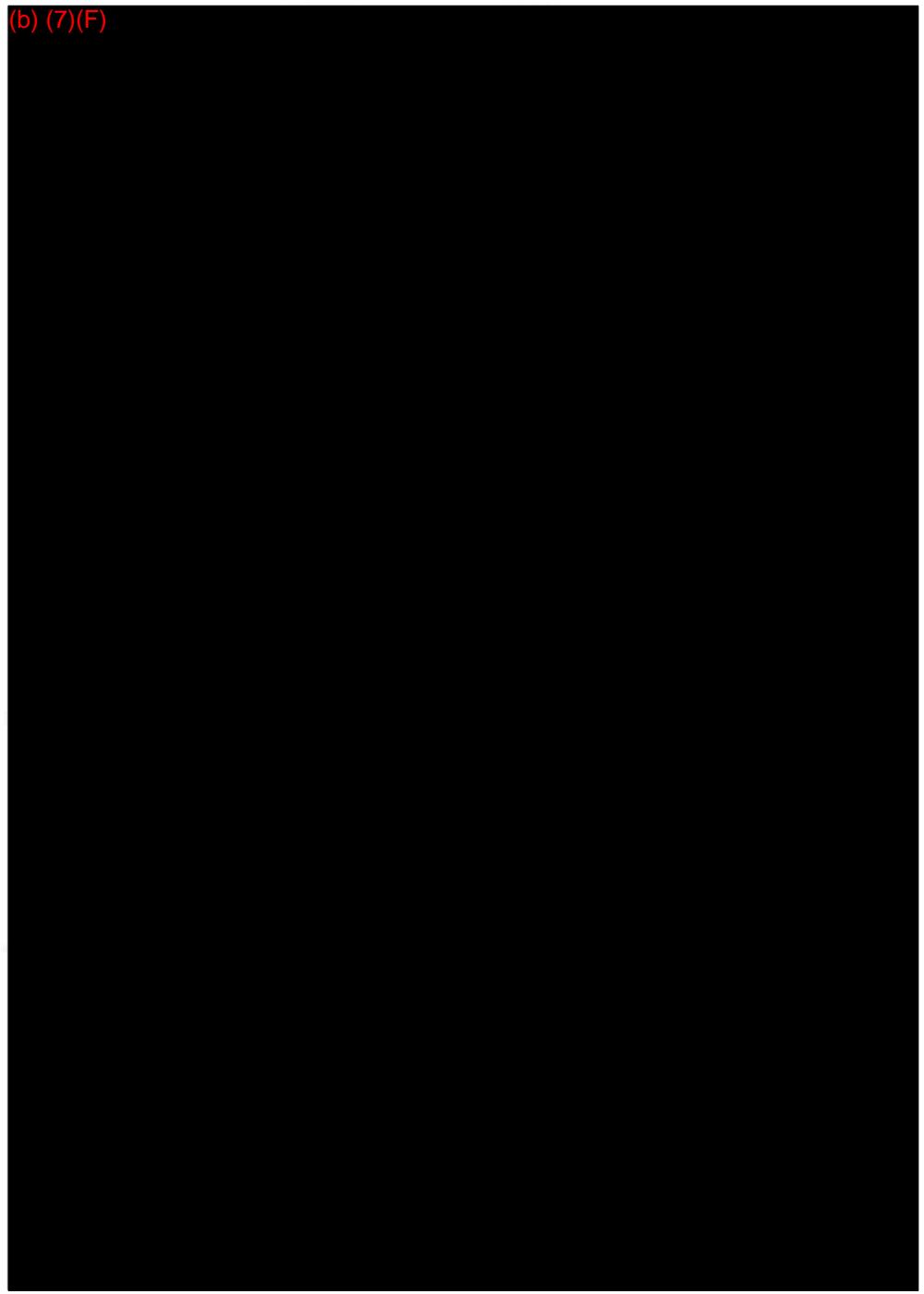
13.14 WALL TYPE **(b) (7)(E)** ACOUSTICAL **(b) (7)(F)** RATED EXTERIOR (SHELL) WALL



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13.15 WALL TYPE (b) (7)(F) PERIMETER WALL

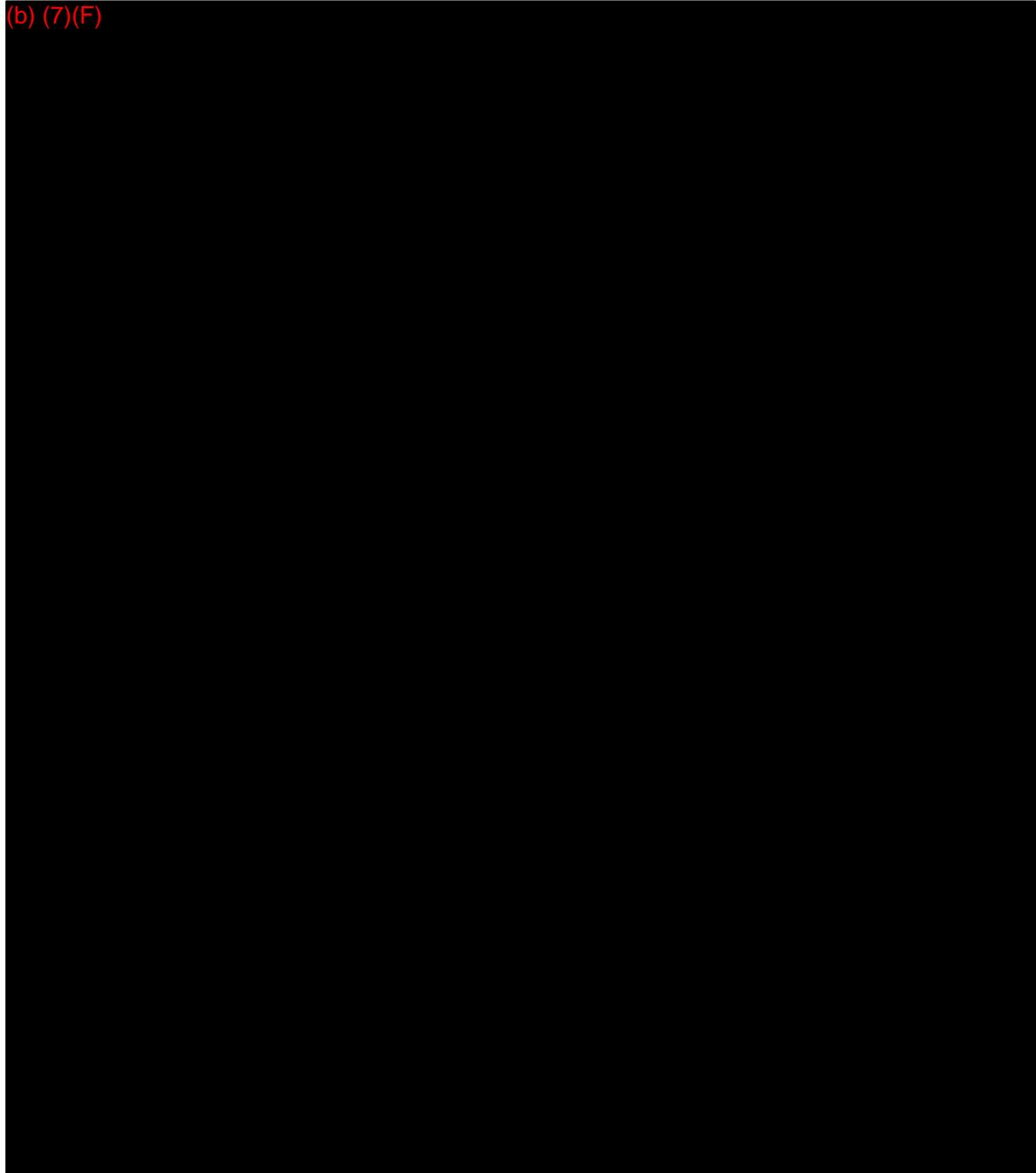
(b) (7)(F)



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13.16 WALL TYPE **(b)** VAULT WALL
(7)

(b) (7)(F)



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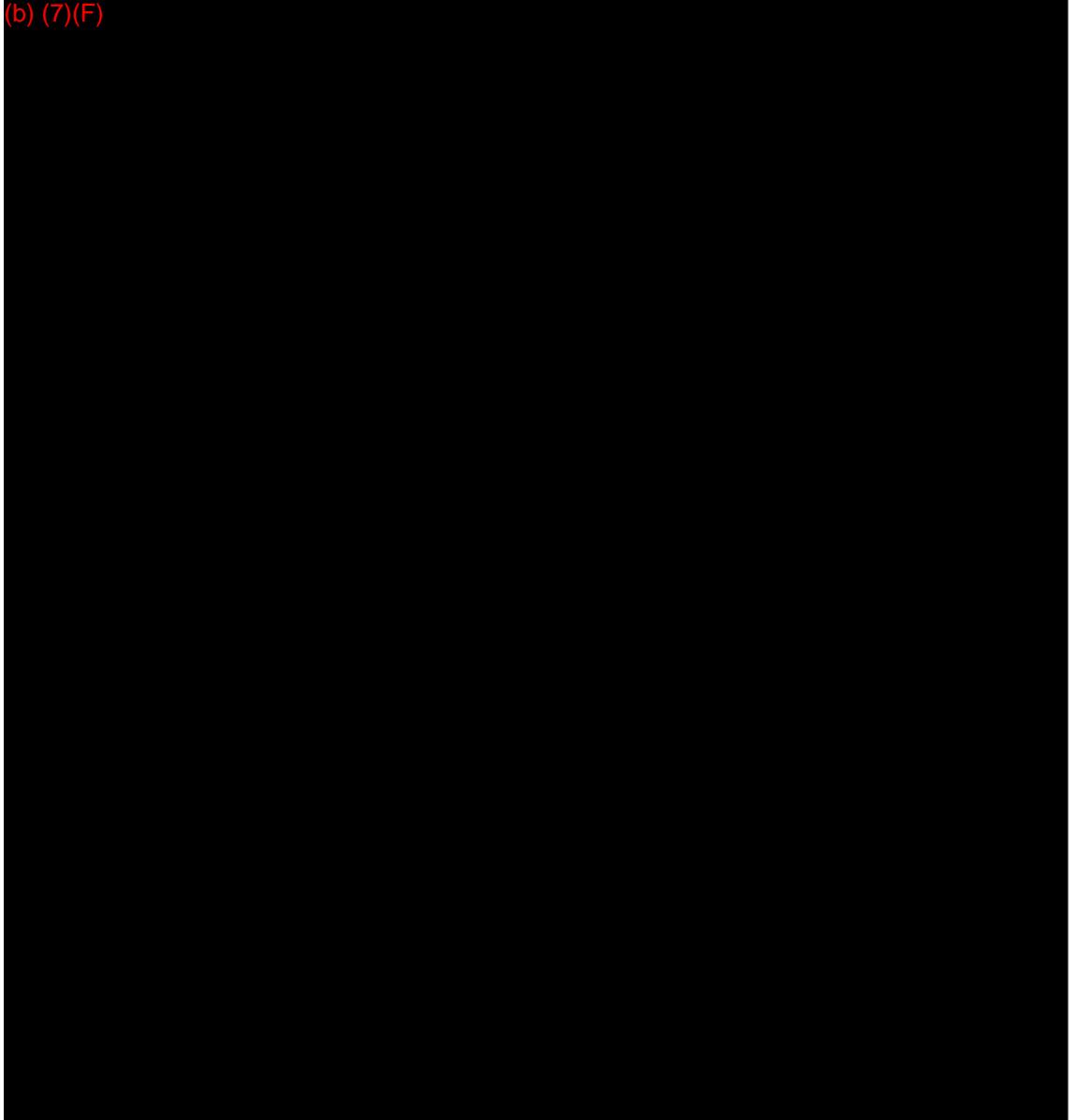
**13.17 WALL TYPE (b) (7)(F) CONCRETE MASONRY UNIT – WITH ONE SIDE
OCCUPIED**



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13.18 DETAIL: Z-DUCT MINIMUM REQUIREMENTS

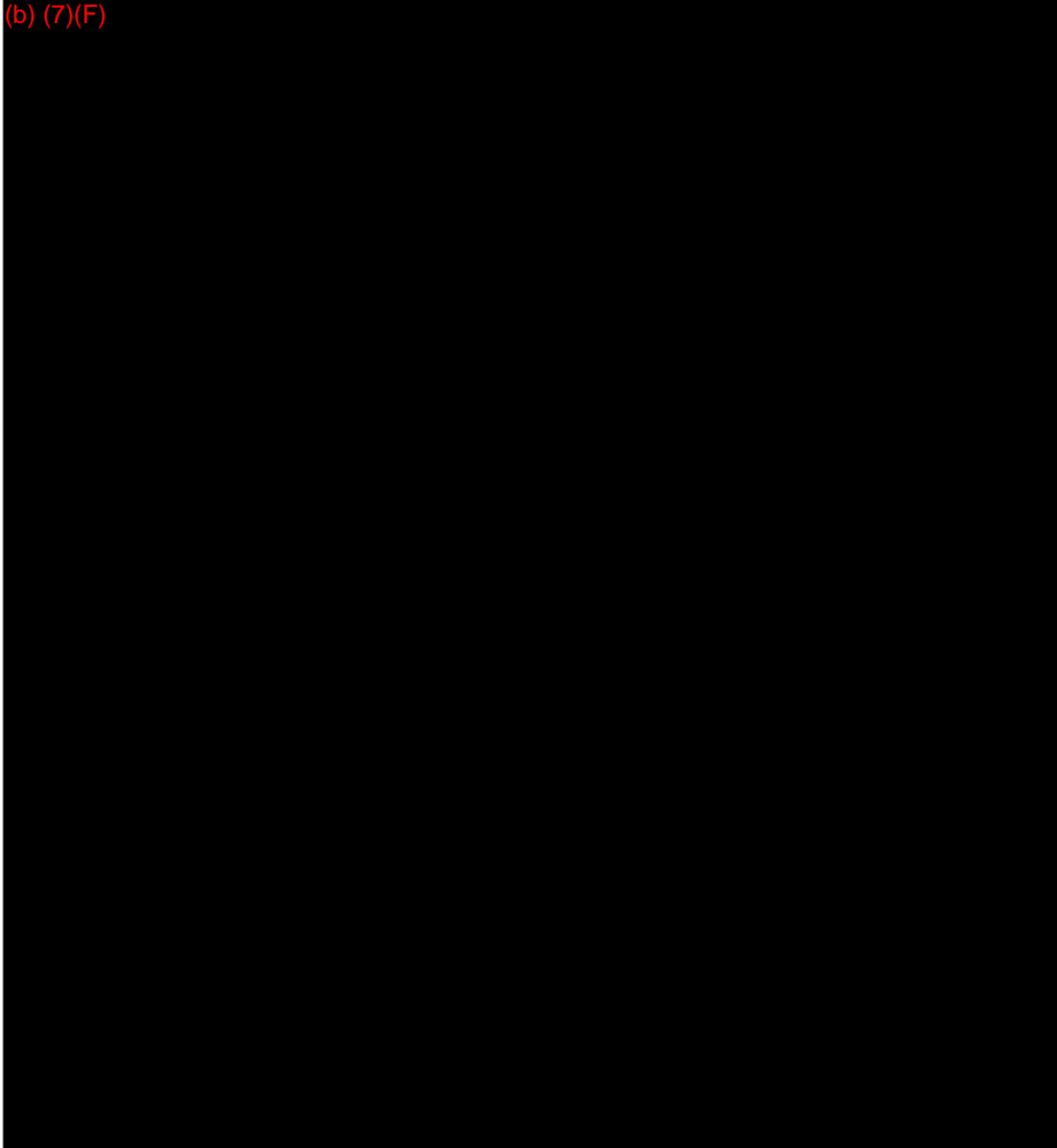
(b) (7)(F)



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13.19 DETAIL: MANBAR ELEVATION

(b) (7)(F)



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13.20 DETAIL: MANBAR SECTION

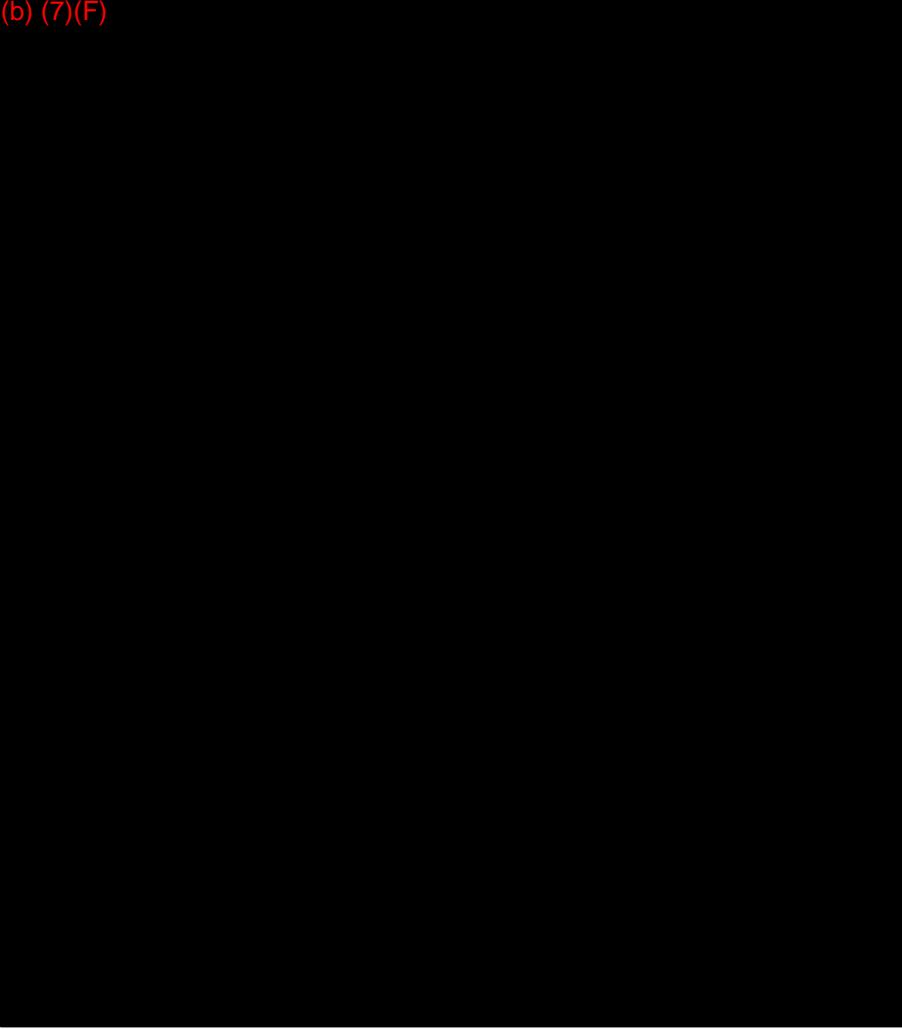
(b) (7)(F)



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13.21 DETAIL: HANDCUFF BAR

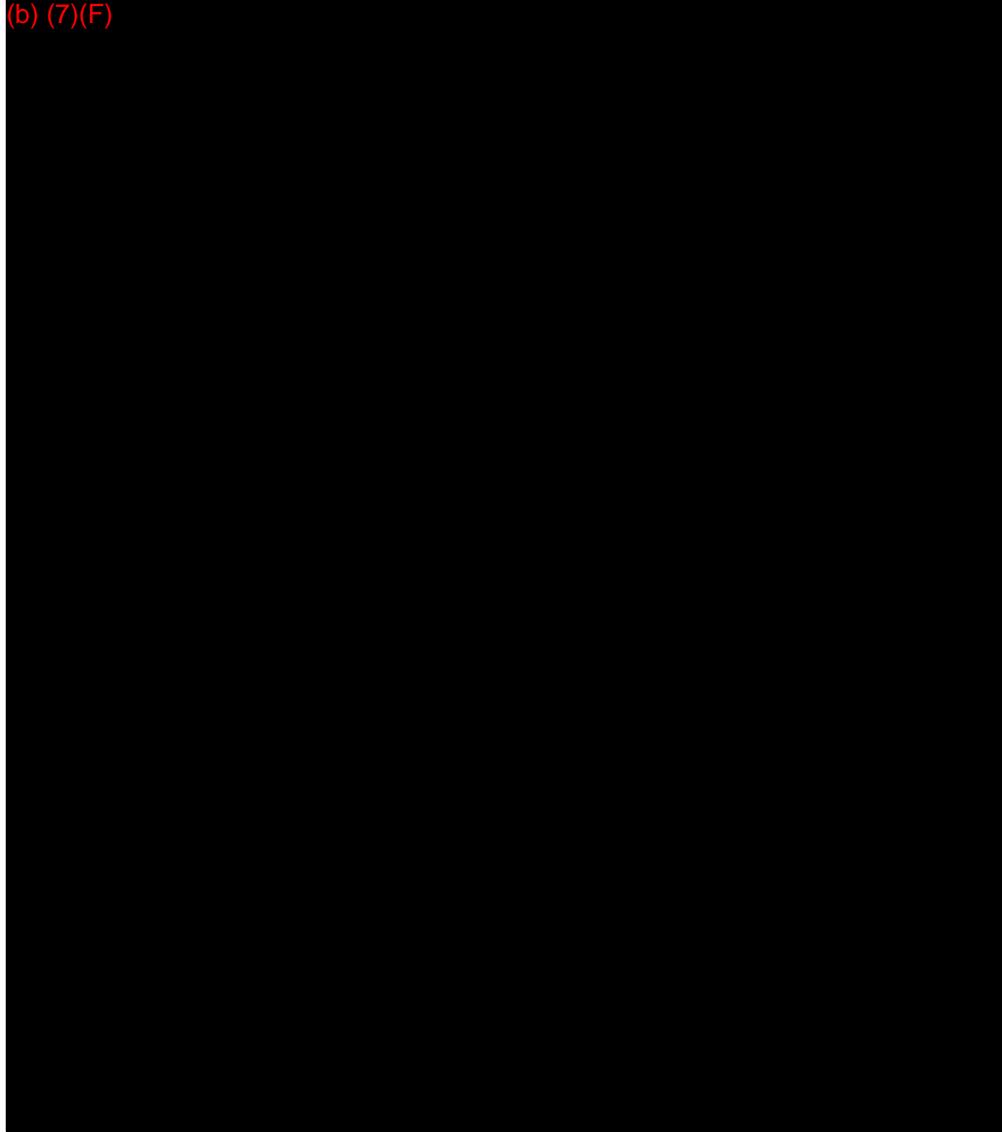
(b) (7)(F)



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13.22 THRU WALL SLEEVES AT CABLE TRAY

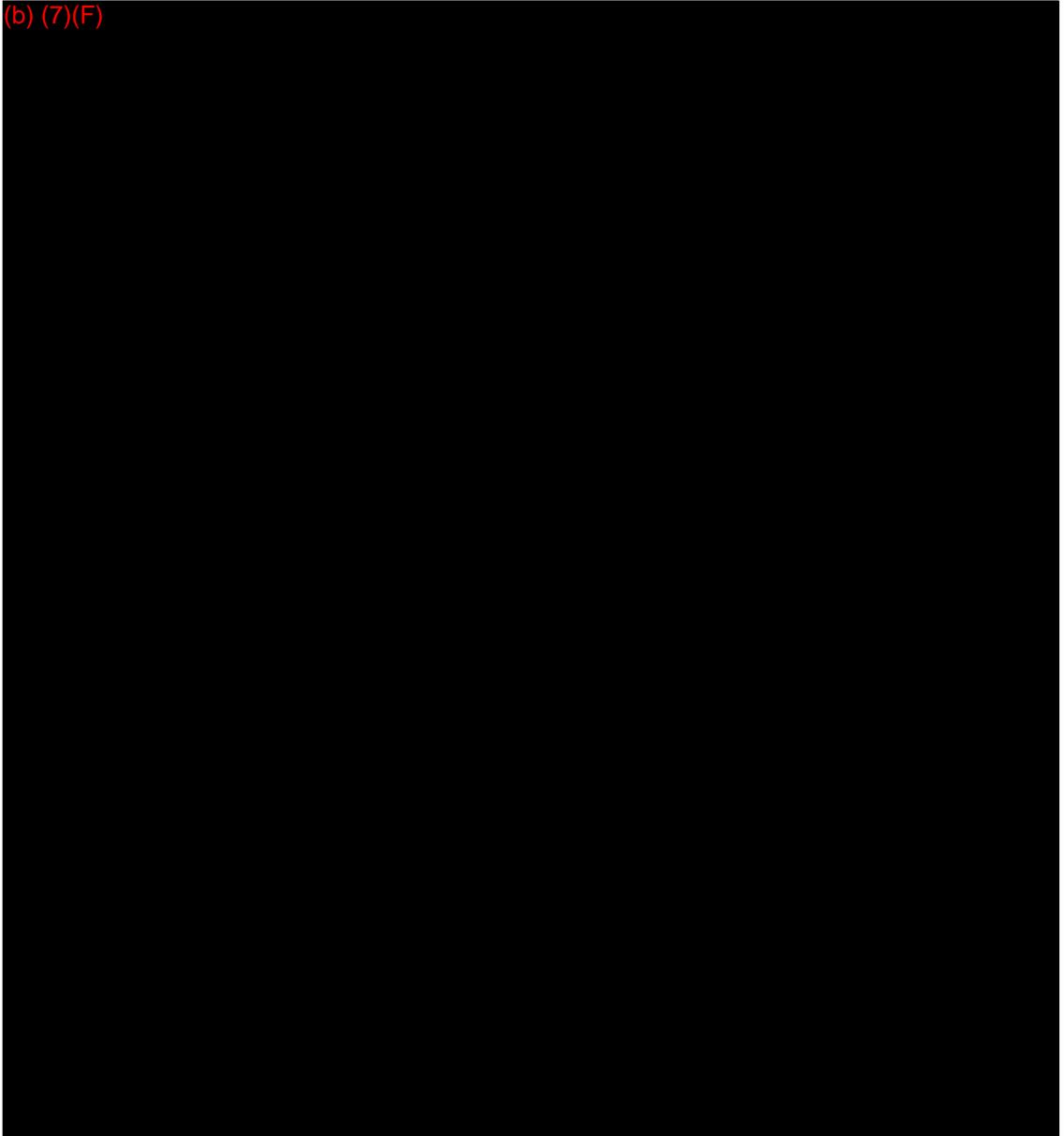
(b) (7)(F)



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13.23 ELECTRICAL: HF ROOF ANTENNA DETAILS

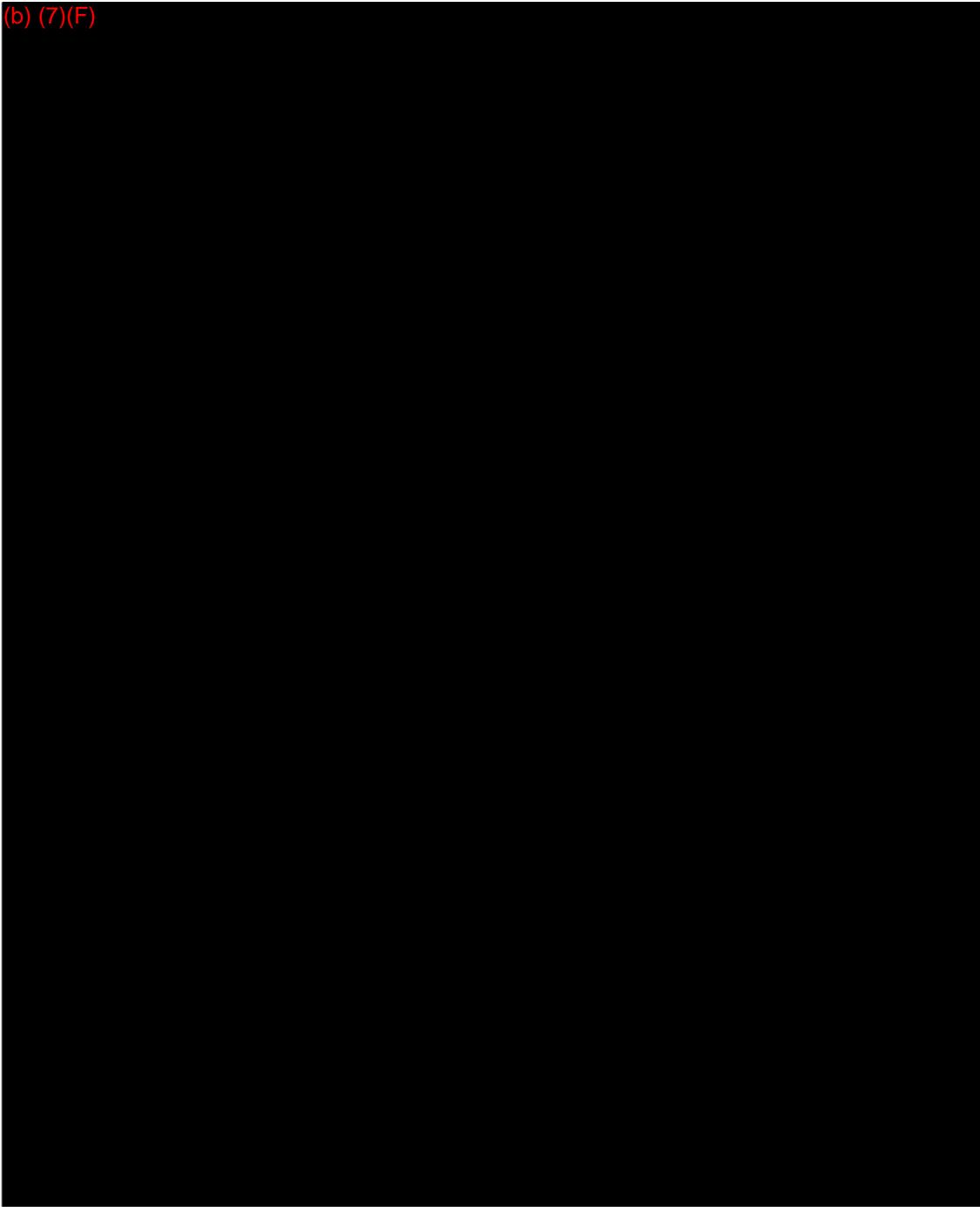
(b) (7)(F)



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13.24 SPECIAL: SAMPLE DID LEGEND

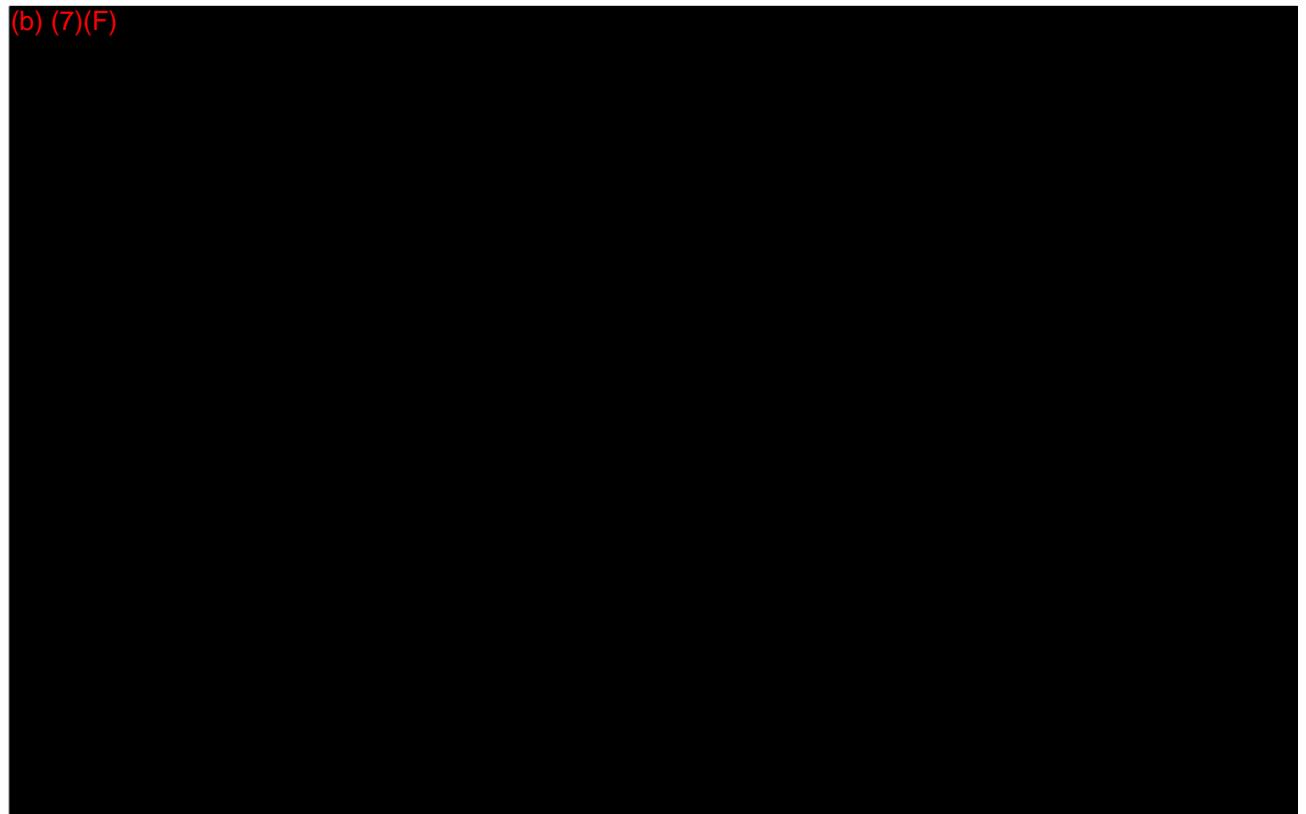
(b) (7)(F)



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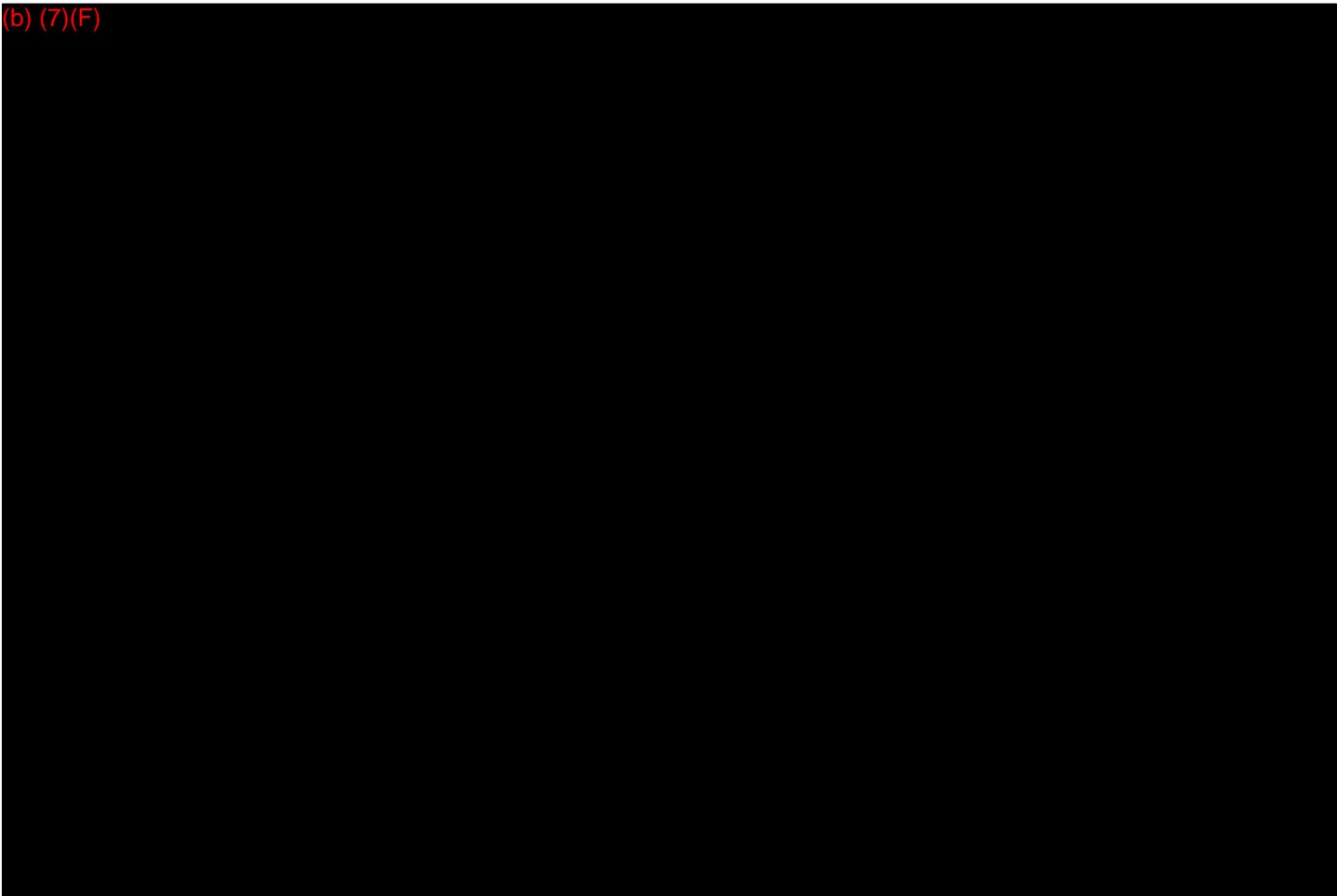
13.25 SPECIAL: (b) (7)(F) "MILLWORK" DETAILS

(b) (7)(F)



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13.26 (b) (7)(F) MONITOR WALL LAYOUT



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13.27 (b) (7)
(F) CABINET

(b) (7)(F)



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13.28 RECEPTION COUNTER

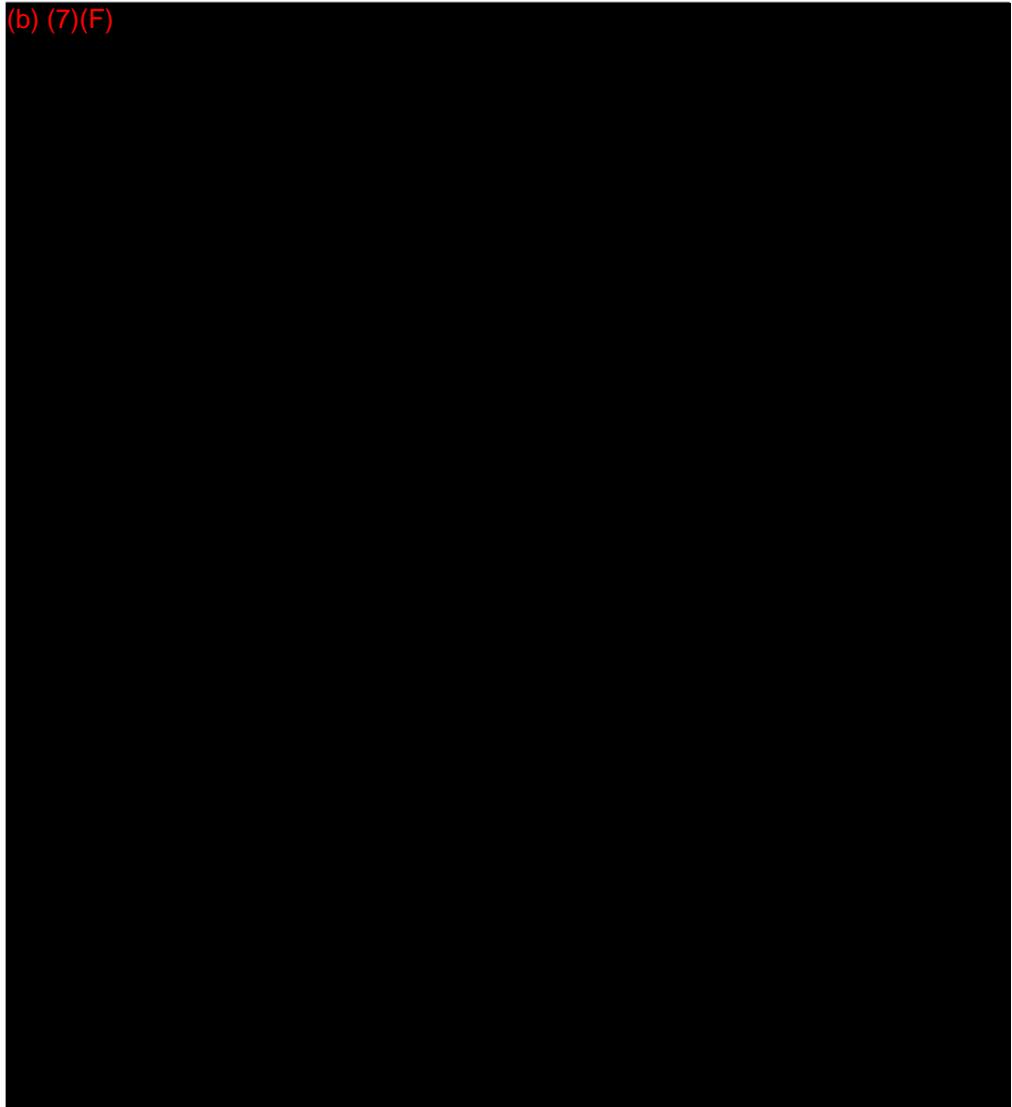
(b) (7)(F)



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13.29 GROUND BAR ASSEMBLY

(b) (7)(F)



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13.30 CABLE TRAY LAYOUT

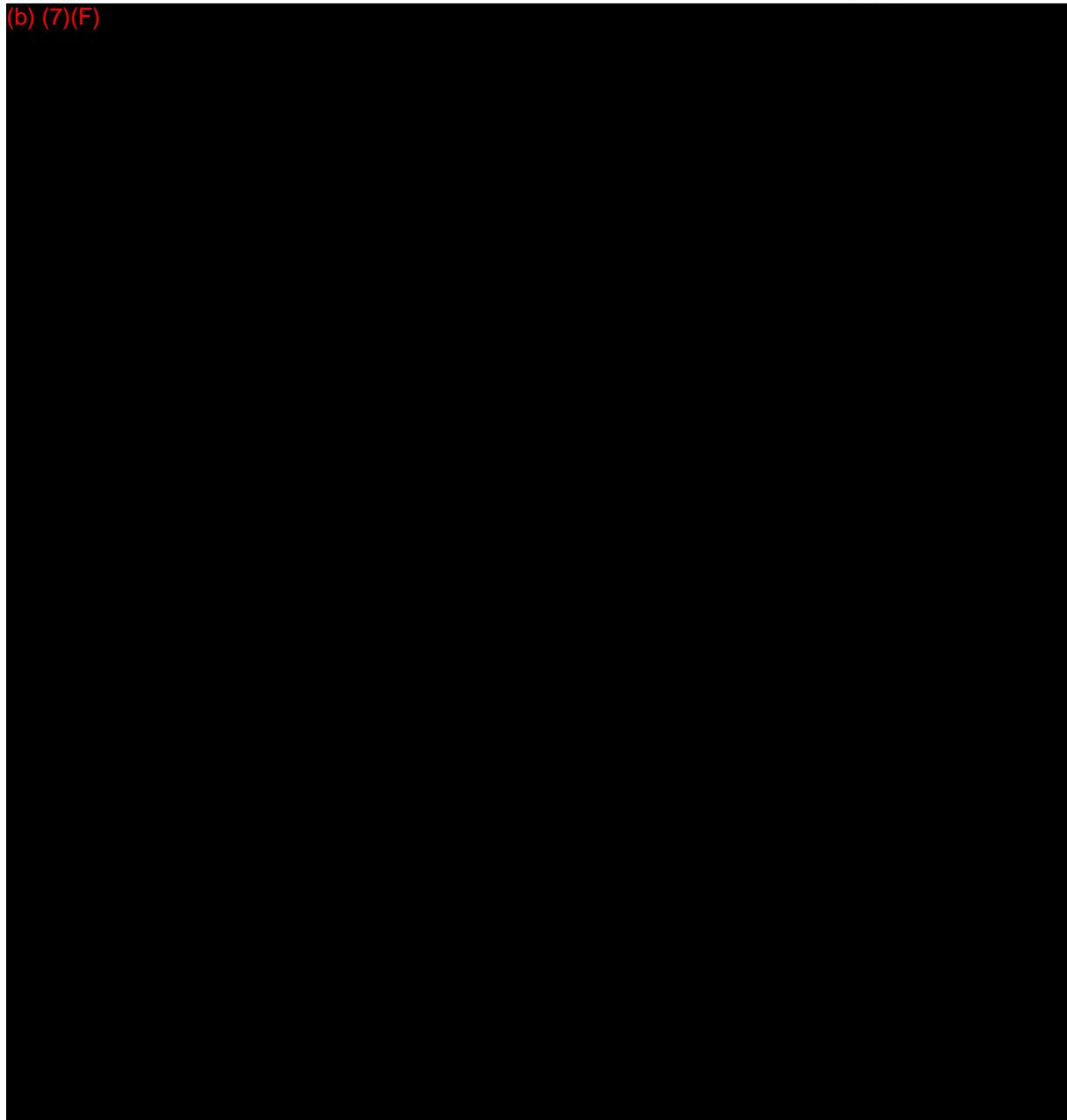
(b) (7)(F)



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13.31 ACCESS CONTROL FACILITY (CONSTRUCTION TRAILER) TYPICAL LAYOUT

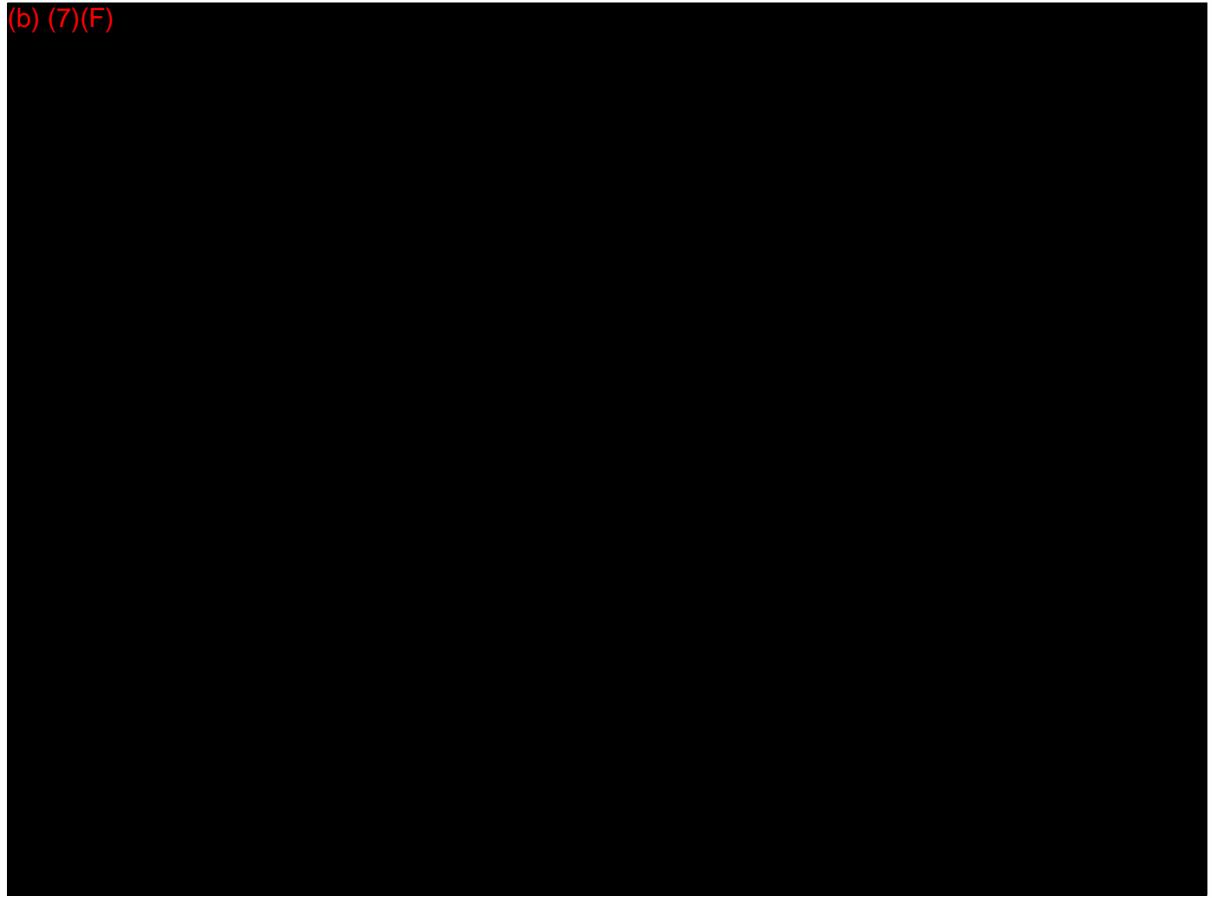
(b) (7)(F)



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13.32 EXECUTIVE SUITE CONCEPTUAL LAYOUT – CORNER

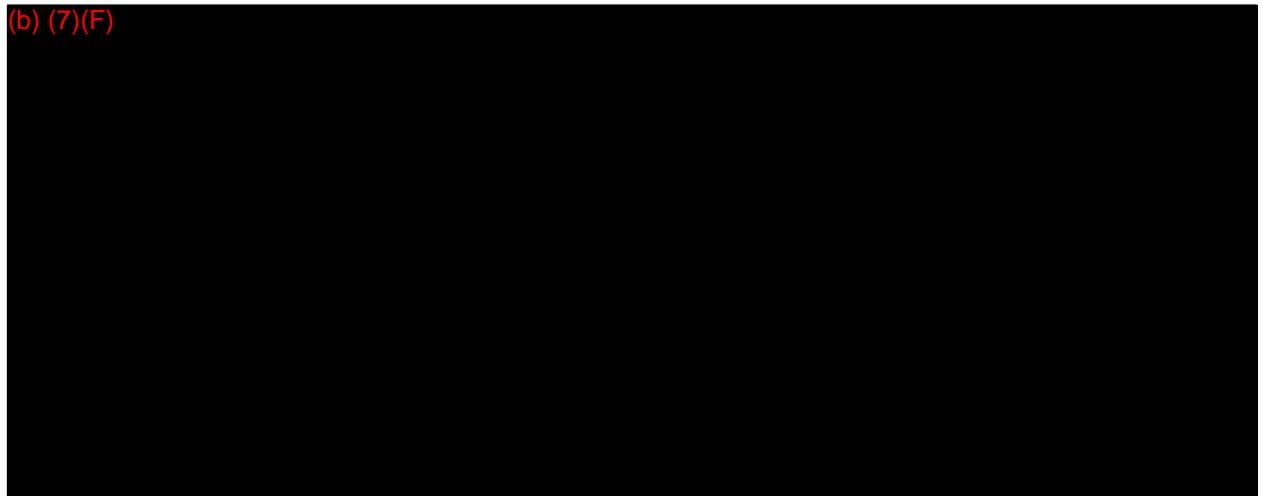
(b) (7)(F)



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13.33 EXECUTIVE SUITE CONCEPTUAL LAYOUT – MIDDLE

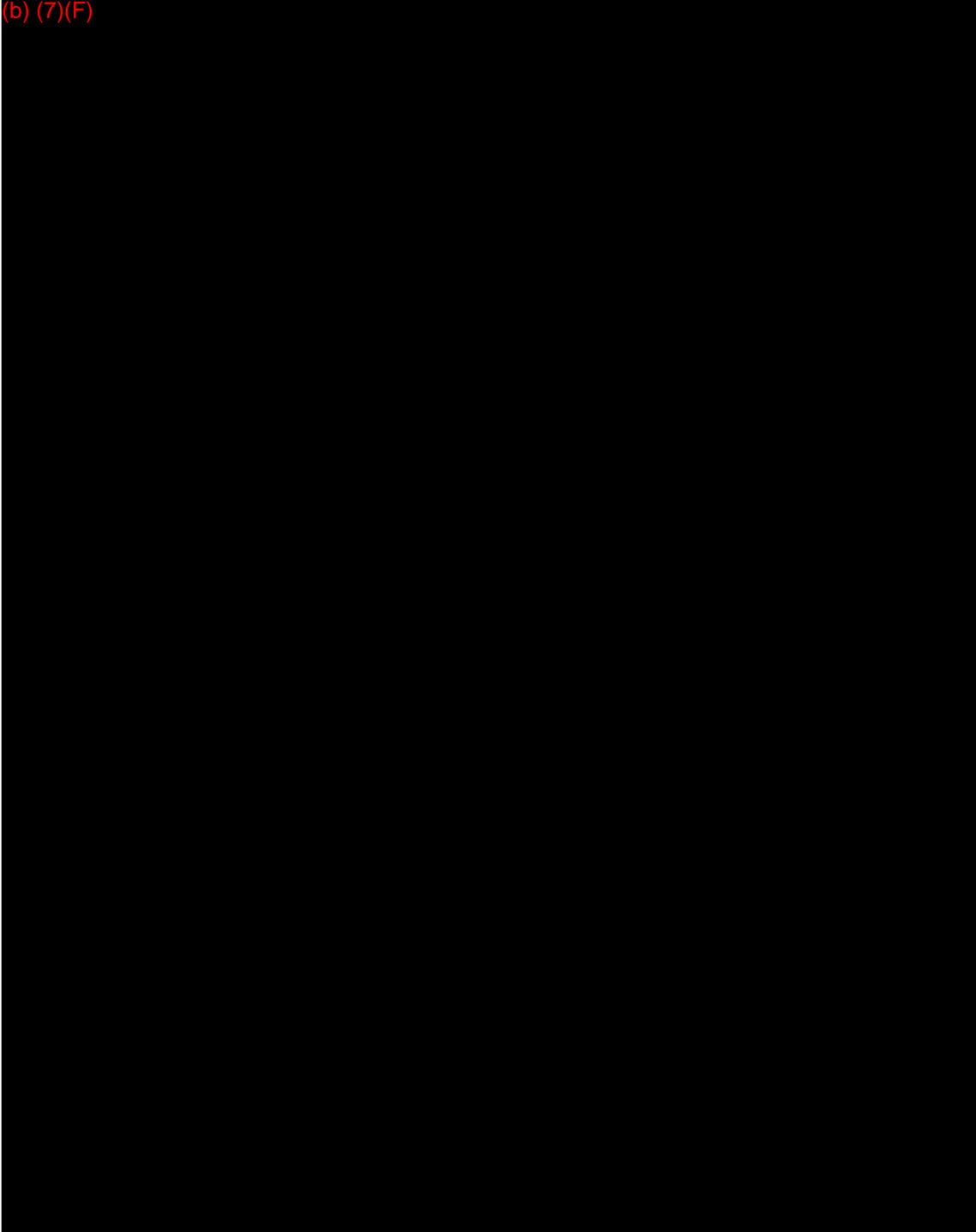
(b) (7)(F)



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13.34 EVIDENCE PROCESSING ROOM – PLAN

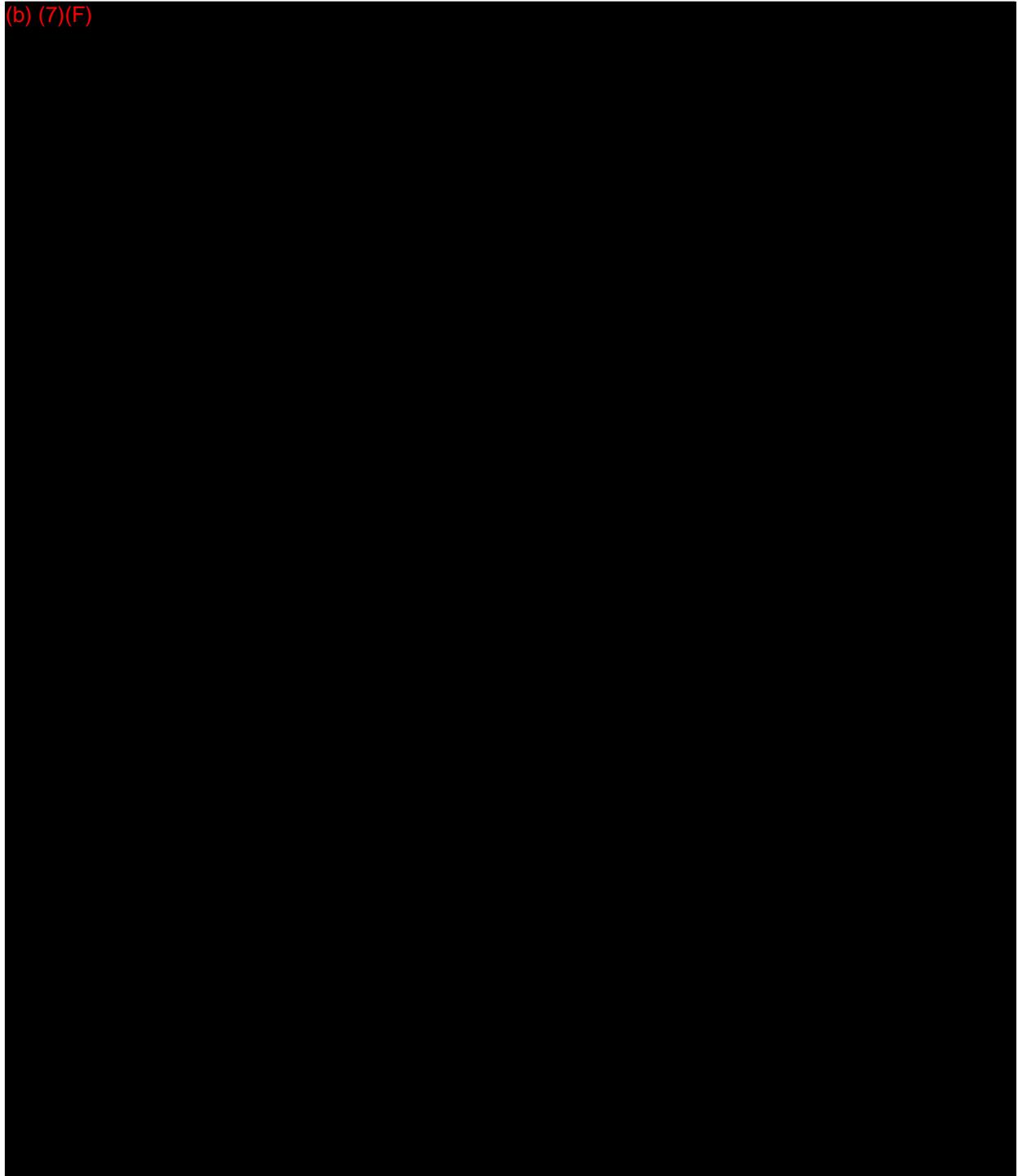
(b) (7)(F)



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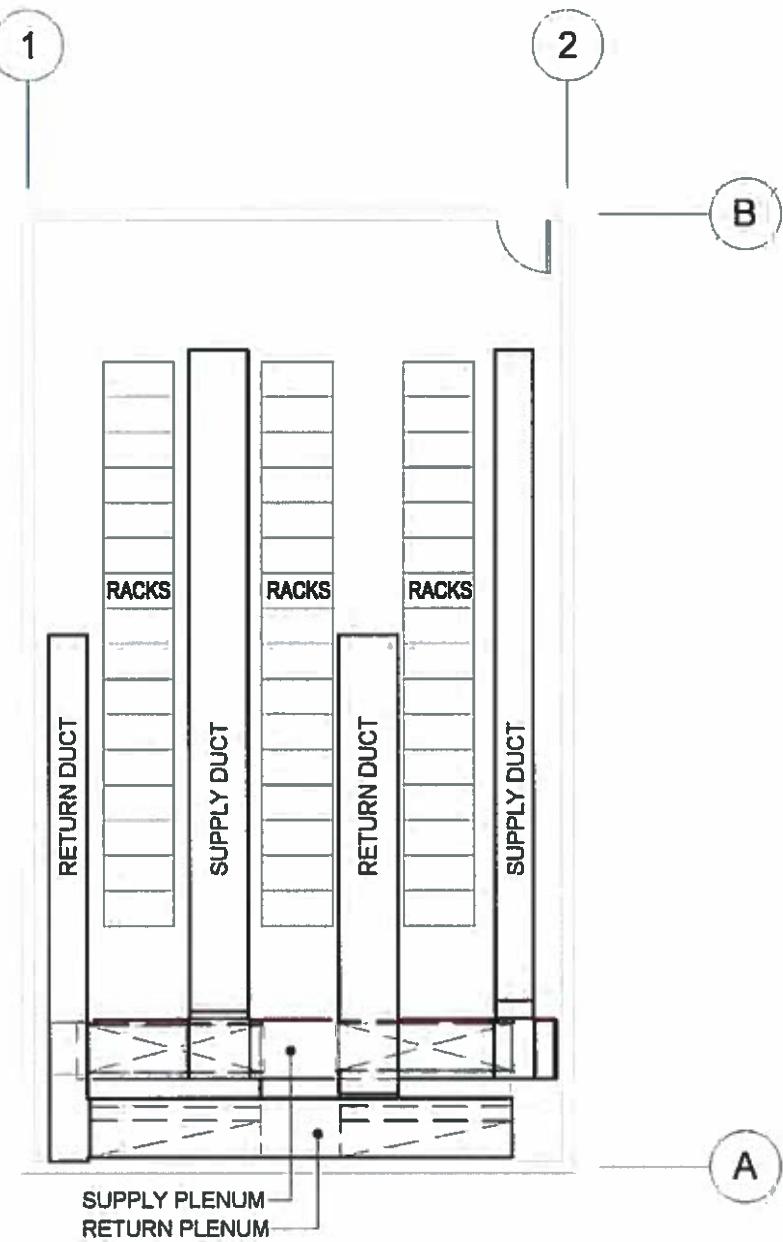
13.35 EVIDENCE PROCESSING ROOM – ELEVATIONS

(b) (7)(F)



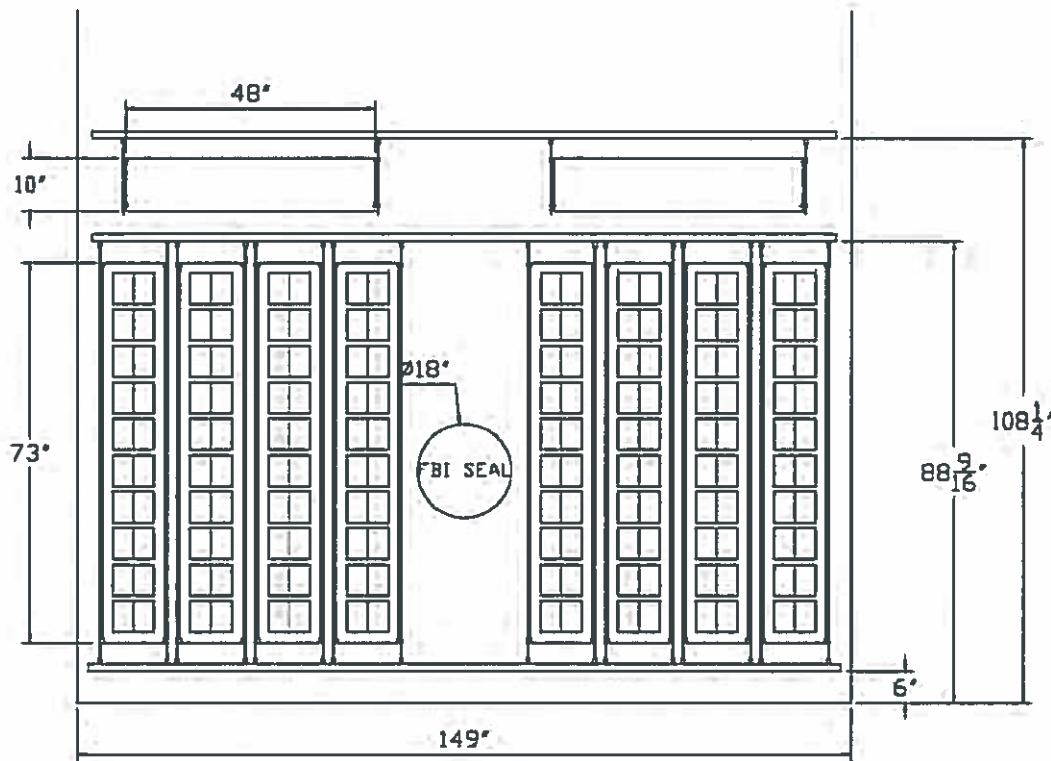
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13.36 ROOM 7-100A CONCEPTUAL DUCT LAYOUT



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13.37 WALL OF HONOR CONCEPTUAL LAYOUT



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14.0 APPENDIX 1: ROOM DATA MATRIX (Provided Separately)

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15.0 APPENDIX 2: ROOM DATA MATRIX LEGEND

Architectural

15.1 FLOOR PREFERENCE

G – Ground Floor
T – Top Floor
A – Annex

15.2 EXTERIOR WINDOW

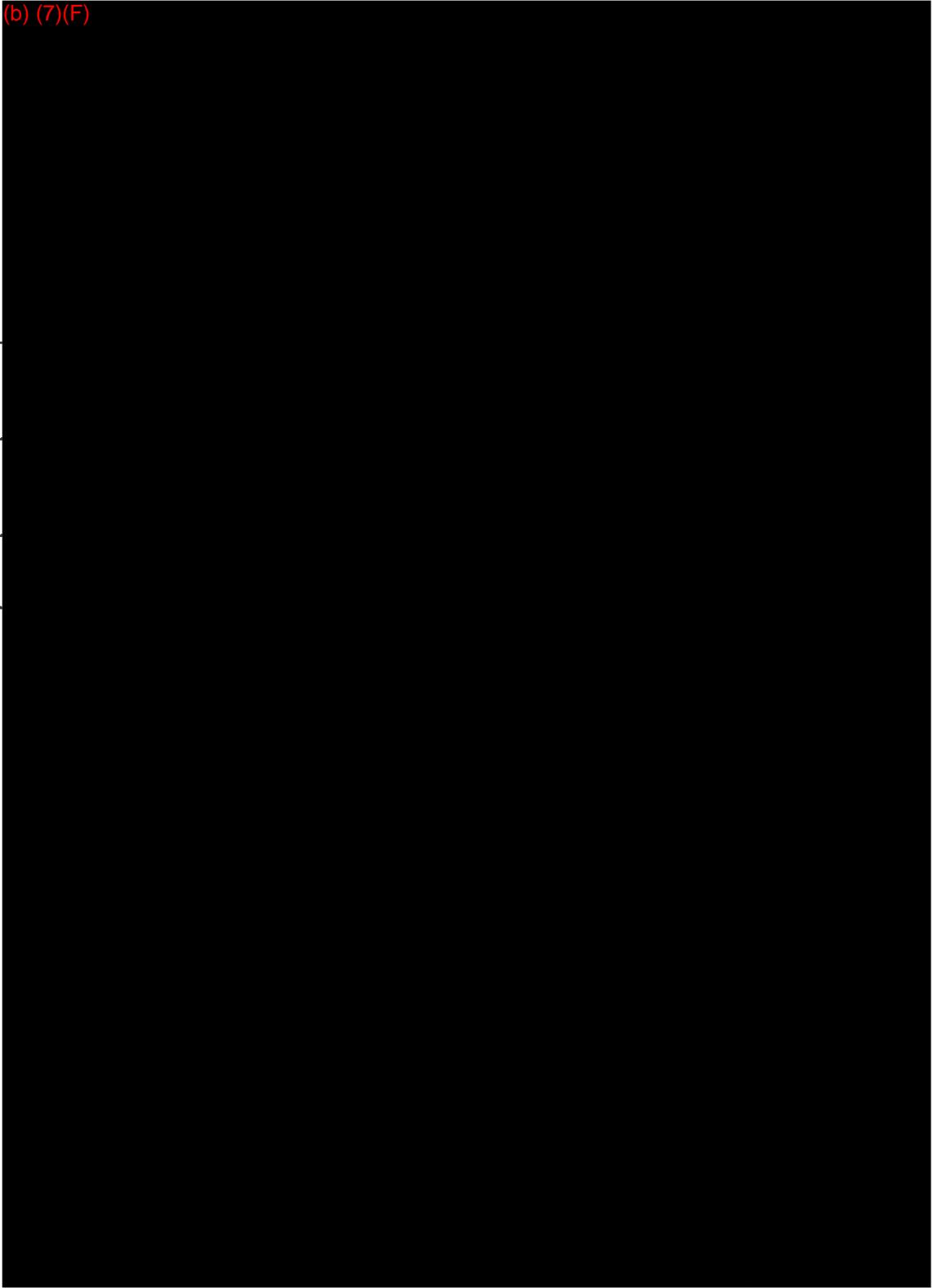
1. Adjacent to window
 2. Adjacent to window - preferred
 3. No window
 4. No window – preferred
 5. Interior with borrowed light to exterior windows
 6. Adjacent to window if located in the Annex. Otherwise, interior with borrowed light to exterior windows.
- Blank. No preference

15.3 (b) (7)(F)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

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8. (b) (7)(F)



9.

10.

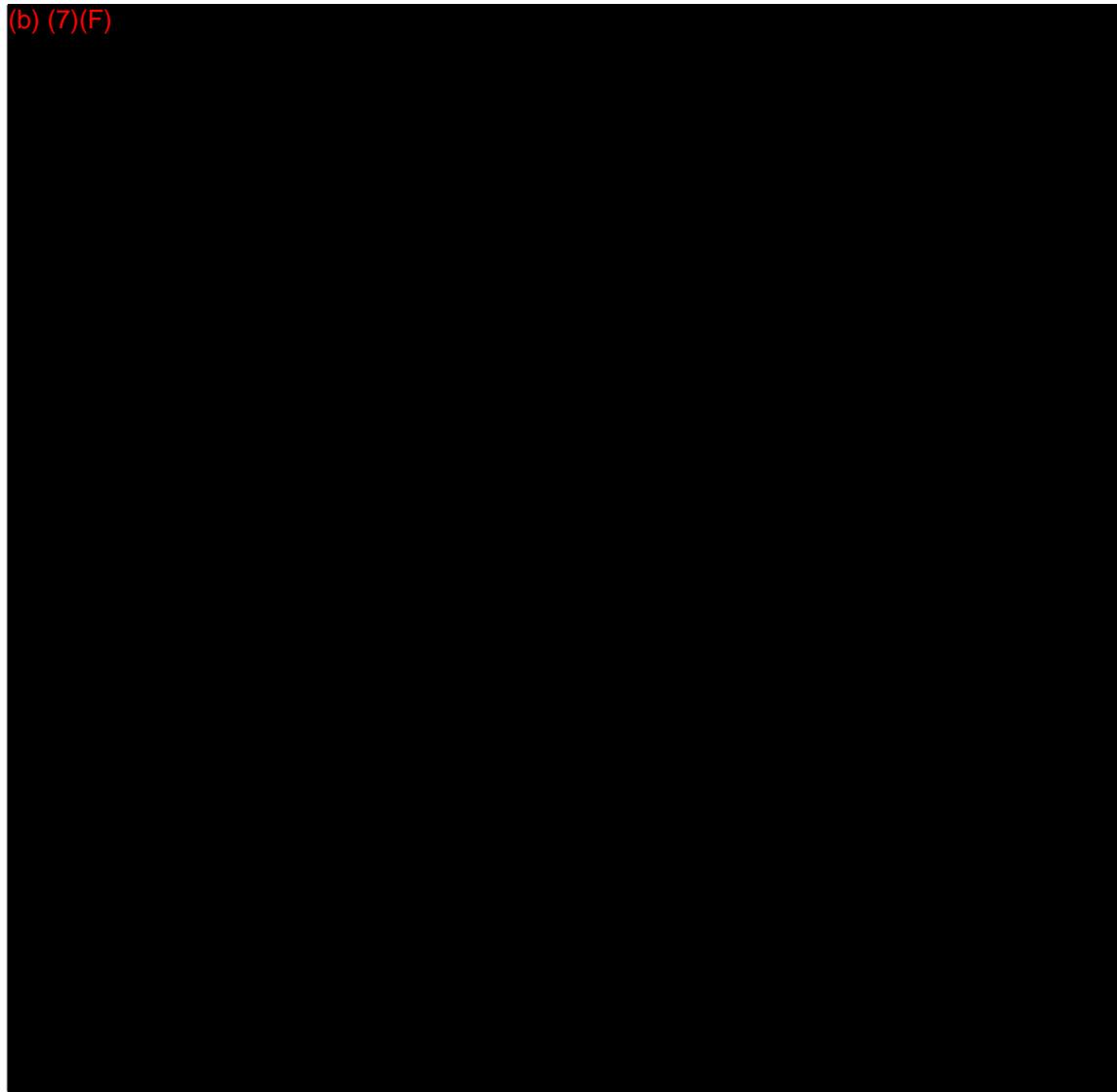
11.

12.

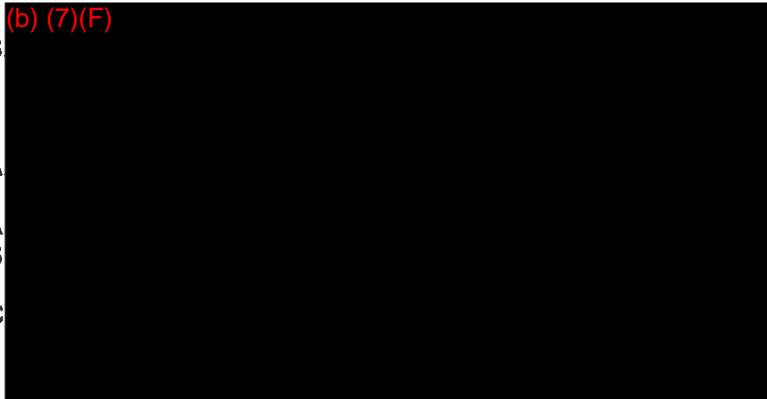
13.

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(b) (7)(F)



15.4 WALL TYPE

1. (b) (7)(F)
 - 1S
 - 2.
 - 3.
 - 4.
 - 4A
 - 5.
 - 5A
 - 5S
 - 6.
 - 6C
 - 7.
 - 8.
- 

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9. (b) (7)(F)

9A.

15.5

1.

2.

3.

4.

5.

6.

7.

15.6 DOOR TYPE

Interior doors shall be structural composite lumber (SCL) composition unless indicated otherwise on the Room Data Matrix. Size/Style and Suffix keyed notes are used on the RDM to indicate doors of other material, size, and characteristics. For example, "1" would be a 36 inch wide SCL door, "2U" would indicate a 42 inch wide Utility (Hollow Metal) door, and "1S" indicates a 36 inch wide 16 GA Insulated Steel door with STC 45 field rating, etc.

Size/Style

1. 36" wide
2. 42" wide
3. 48" wide
4. 72" wide double door
5. Roll-up door
6. Vault door
7. Refer to VSF diagram for door types
8. (b) (7)(F)

Suffix(s)

(b) (7)(F)

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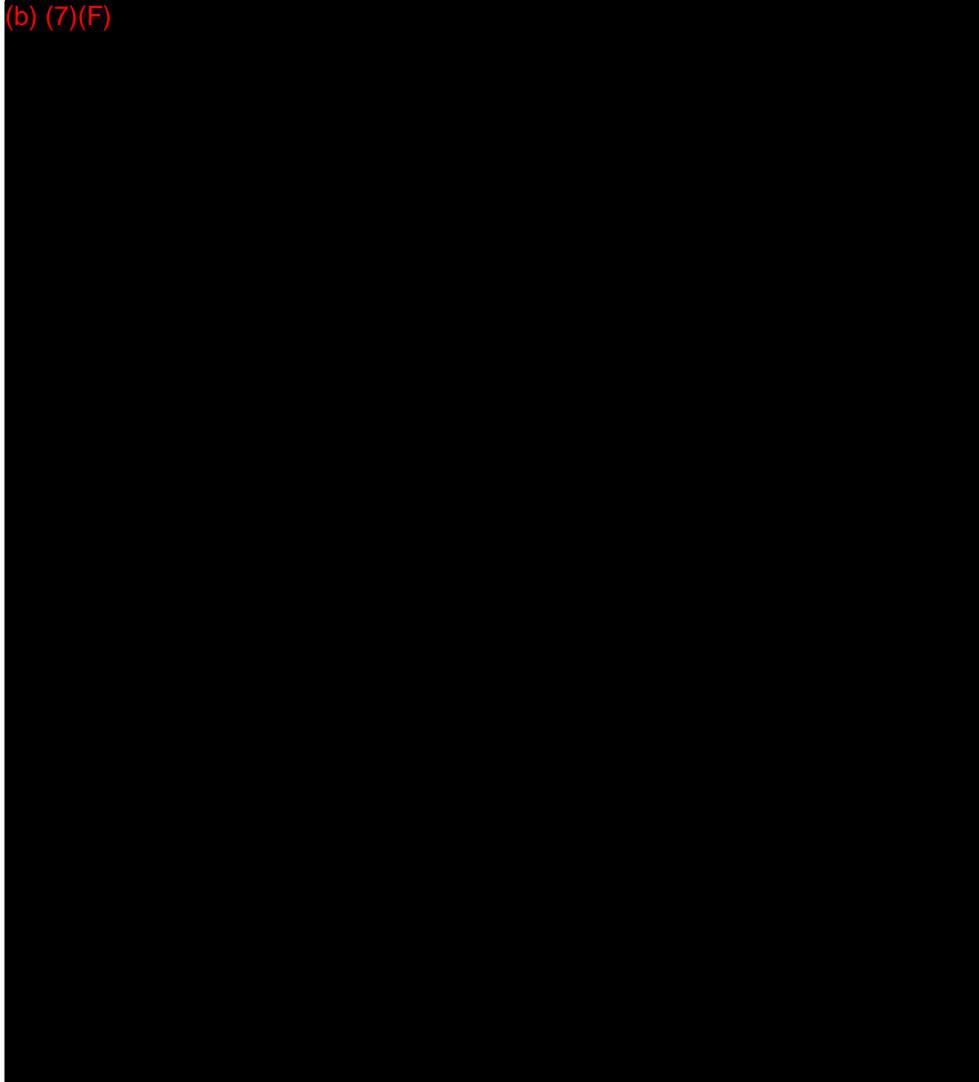
U - Utility (Hollow Metal) Door*

*Note: Doors indicated with "U" are intended to be used in the Annex and Service (back of house) areas in order to save cost, however, should any of these doors be located where other adjacent doors or doors within view are wood, (for example in the "office" part of the building) then they shall be SCL wood doors instead of hollow metal.

15.7 DOOR CONDUIT CONDITION

Rooms noted within the Room Data Matrix with number keys for DOOR CONDUIT CONDITION shall be provided with conduit and boxes according to the following diagram and Door Conduit Condition Legend below

(b) (7)(F)

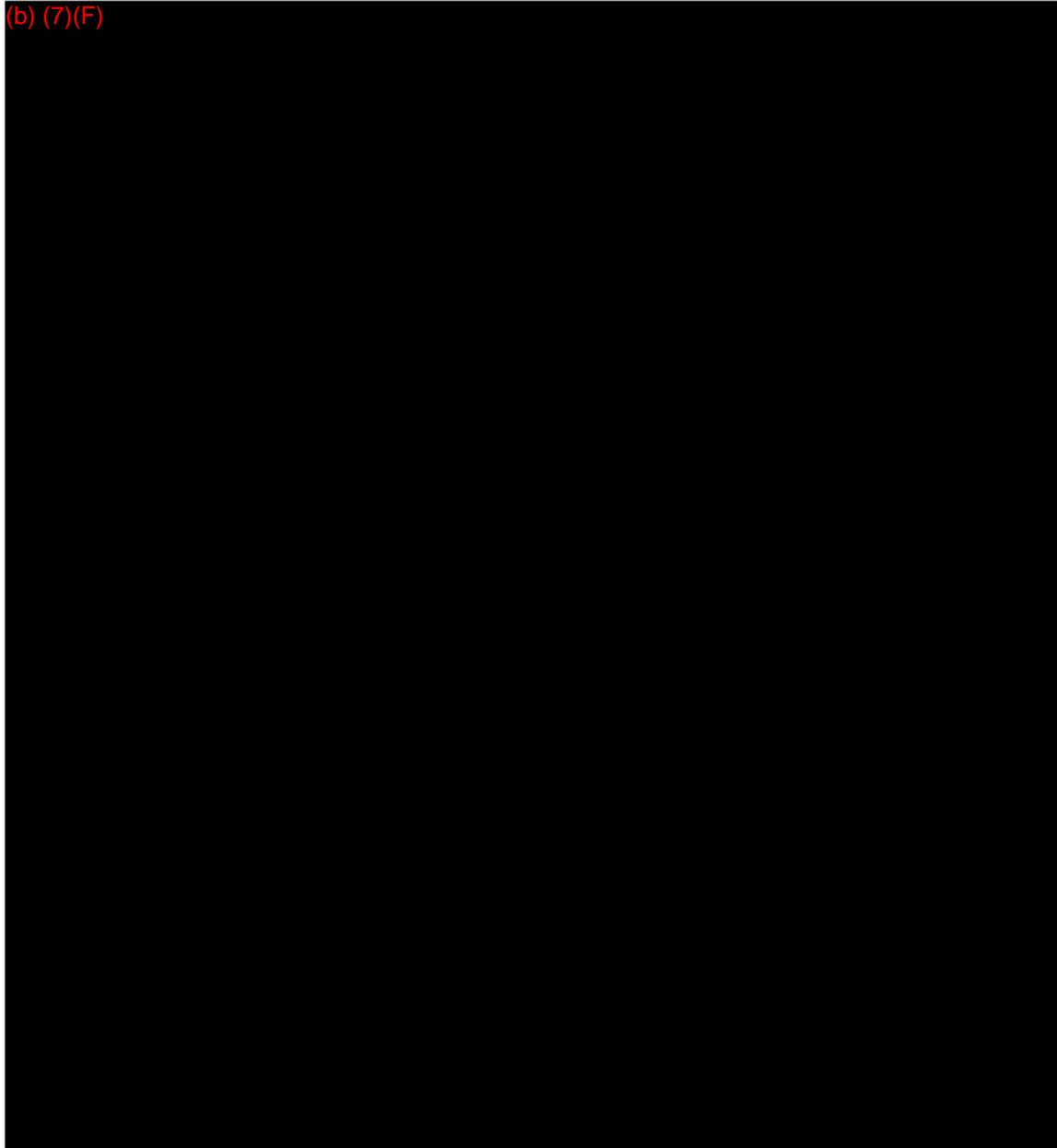


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**15.8 WIRING REQUIREMENTS AT ELECTRONICALLY ACCESS CONTROLLED
DOORS**

Rooms noted within the Room Data Matrix with number keys for DOOR CONDUIT CONDITION shall be provided with wiring according to the following wiring requirements below:

(b) (7)(F)



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15.9 HARDWARE FUNCTION

All door hardware shall be mortised type unless specified otherwise and shall have functions as follows:

1. (b) (7)(F)

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

15.10 SPECIAL LOCK

(b) (7)(F)

15.11 ACCESS CONTROL

KP. Key pad

KE. Key pad and remote release

AK. Alarm control key pad

RR. Remote Release

PR. Prox Reader

15.12 SPECIAL FLOOR FINISH

The typical flooring for office spaces throughout the Office Building and Annex shall be standard carpet tile unless noted otherwise within the Room Data Matrix. Provide floor finishes as follows where keyed within the Room Data Matrix:

1. Upgraded Carpet (typical for executive and public areas)
2. Resilient Flooring (typical for pantry, lounge, and storage areas)
3. Upgraded ceramic tile and base
4. Not used
5. Not used
6. Ceramic tile (typical for bathrooms and locker rooms)
7. Sealed concrete
8. Rubber matt flooring (Gym)
9. Studded rubber floor (guard booth)
10. Concrete with epoxy coating
11. Sealed seamless resilient flooring with integral coved base
12. Not used

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13. High quality lobby finish (appropriate for Class A office lobby space)
14. Not used
15. Raised Access Floor with Resilient Flooring
16. Raised Access Floor with Upgraded Carpet Tile

15.13 MILLWORK & PLUMBING

1. Base cabinet with plastic laminate counter and wall cabinets above (10 linear feet), ceramic tile backsplash (entire length of counter to underside of wall cabinets). Provide a single bowl kitchen type stainless steel sink with commercial grade and heavy duty garbage disposal. Provide hot and cold water lines to the sink. Provide 1 paper towel dispenser. Provide one full size refrigerator and microwave oven. Refer to Section 5, "Specialties" for specifications of the equipment.
2. Provide plastic laminate counter for lavatory. Provide ceramic lavatory (with automatic faucet), floor drain, and commode. Provide mirror above lavatory. Provide soap and toilet paper dispensers. Provide paper towel dispenser with integral waste receptacle. Provide remote water and flush valve shut off (located and controlled from outside restroom).
3. Provide plastic laminate transaction counter with gate starting 7'-0" from inside of main entrance door into this room. Counter shall be 24" deep and shall allow access to spaces beyond the service counter only through the lifting of the countertop.
4. Provide millwork as detailed in drawing "ROOM 85 MILLWORK" in DIAGRAMS section of this POR. Provide base cabinets and wall mounted rifle rack along two complete walls within this room. Basis of design for rifle rack is TSI Technical Solutions, Inc. "Universal Weapons Rack", or approved equal. Provide a 6' wide closet cabinet with double doors. Provide built-in work table in the center of the room with open and closed storage cabinets below.
5. Plastic laminate shelves (6 levels) on adjustable shelf standards
6. This room shall be provided as follows:
 - a. Provide a stainless steel counter along the wall that abuts Room 13-74B. The counter shall be 10' long x 24" deep. Provide under-counter cabinets for storage.
 - b. Provide utility sink with goose neck faucet threaded for hose connection and wrist blade faucet levers. Location to be determined during design intent.
 - c. Provide eyewash meeting ANSI Z-358.1 standard. The eyewash shall be connected to tepid water, equipped with lid, and be connected to a drain. Location to be determined during design intent.
7. Provide through-wall mail slot unit. Overall width of unit: 12'-0" wide x 4'-0" high with individual mail slot for each employee, and larger boxes below for oversized packages. Provide 30" deep countertops with built-in base cabinets for open and closed storage on the 2 long wall of the room. Provide built-in work table in the center of the room with open and closed storage cabinets.
8. Provide 20 linear feet of plastic laminate wall and base cabinetry with counter top with a 22" wide x 10" deep stainless steel sink. Provide sink with goose neck faucet threaded for hose connection and foot pedal type faucet levers. Also provide within this room:
 - a. Eyewash meeting ANSI Z-358.1 standard. The eyewash shall be connected to tepid water, equipped with a lid, and be connected to a drain.
 - b. Provide floor drain.
9. Provide drinking fountain in this room
10. Provide wall-mounted lavatory (with automatic faucet), floor drain, and commode. Provide soap dispenser, toilet paper dispenser, and paper towel dispenser with integral waste receptacle. All items in this room shall be detention facility grade (stainless steel fixtures and accessories). Mirrors or other glass fixtures are prohibited.
11. This room shall be provided as follows:

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- a. Provide an Elkay #ESS4924 or equivalent, stainless steel deep utility sink with drain board on one side. Provide with goose neck faucet threaded for hose connection and foot pedal type faucet levers.
- b. Provide Trench drains at each bay door.
- c. Provide a separate hose bib in the processing bay area supplying hot and cold running water.
- d. Provide eyewash meeting ANSI Z-358.1 standard. The eyewash shall be connected to tepid water, equipped with a lid, and be connected to a drain. The travel distance from the hazard to an eyewash station shall not exceed 50 ft.
- e. Provide one mop sink within the contiguous auto bay
12. Provide a minimum of 20'-0" linear feet of 30" deep work counter with base cabinets with wide deep drawers below; also provide wall cabinets above counter along perimeter-of this room as allowed by architectural elements.
13. Provide utility sink with goose neck faucet threaded for hose connection and wrist bade faucet levers. Minimum dimensions 22" wide x 10" deep. Location to be determined during design intent.
14. Not used
15. Provide an appropriately sized commercial, heavy duty hot water heater to service this room. Provide 2 commodes, 2 urinals, and 2 lavatories. An additional 2 commodes, 2 urinals, and 2 lavatories shall be provided in a separate part of the room
16. Provide an appropriately sized commercial, heavy duty hot water heater to service this room. Provide 3 commodes, 2 lavatories, and 1 sanitary napkin dispenser. An additional 1 commode and 1 lavatory shall be provided in a separate part of the room.
17. Not used
18. Not used
19. Provide base cabinet with plastic laminate counter and wall cabinets above (4 linear feet). At one end of the counter, provide a 12" wide single bowl kitchen type stainless steel sink with wrist blade faucet levers. Provide soap and paper towel dispensers, as well as a full-length mirror.
20. Not used
21. Base cabinet with plastic laminate counter and wall cabinets above (10 linear feet). Provide a single bowl kitchen type stainless steel sink with automatic faucet. Provide paper towel dispenser. Provide an eyewash meeting the ANSI Z 358.1 standard. The eyewash shall be connected to tepid water, shall be equipped with a lid, and connected to a drain.
22. Provide grommeted, solid surface work counter with base cabinets to accommodate four file sized drawers and a desktop computer and 4 monitors. See VSF section of the POR for additional millwork requirements.
23. This room shall be provided as follows:
 - a. The Lessor shall furnish and install a complete and functional compressed air system capable of supplying compressed air to all the compressed air drops throughout the annex, including room 86B. The system shall be supplied with a minimum new two stage electric powered compressor, 120 gallon compressed air tank in a vertical configuration, 35 cfm of compressed air flow @ 175psig. Basis of design is Kaeser SK15 Air Center, or approved equal. The installation shall include a start-up kit which shall include all items required for startup. System shall include a refrigerated air dryer, filters, automatic drain, pneumatic flow controller, oil water separators, regulators, lubricator and a complete copper piping system.
 - b. This equipment can be located within room 32-113, instead of a separate room, in order to provide proper ventilation for the equipment. If installed in a separate room, ensure adequate ventilation is provided, and location is such that noise from the compressor does not impact work operations in the bay or office areas.

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- c. Provide floor drain in the center of the area beneath the equipment and slope the floor to the drain (1/8" per foot).
- 24. Not used
- 25. This room shall be provided as follows:
 - a. Provide full width trench drains at all exterior roll-up doors. Additionally, if there is a drive lane separating bay areas, install trench drain down the center of the drive lane. All bay areas to receive vehicle lifts shall remain level in order to accommodate proper installation of the lifts. Coordinate locations for all lifts with the Tenant so that floor slope and drain locations can be more accurately located.
 - b. Provide an overhead air bib system with one 50-foot long, 3/8 inch hose reel to service every two bays, and one 3/4 inch pipe run down the wall at the head of each bay connected to the air compressor. Shut off valve for all hose reels and pipe drops shall be located no more than five feet above the finished floor.
 - c. Provide eyewash meeting ANSI Z-358.1 standard. Eyewash shall be connected to tepid water, equipped with a lid, and be connected to a drain.
 - d. Provide one service sink within the contiguous auto bay. If the bay area is partitioned with walls, then provide one service sink per separate bay area.
 - e. Provide a hose bib with hot and cold water on the exterior just outside the bays and inside the annex near the overhead door.
 - f. Provide a quick disconnect air bib on the exterior just outside the bays. Lessor shall provide appropriate connection to from air bib to air compressor
 - g. A functional and complete overhead lube system shall be designed, furnished and installed by the Lessor. The Lessor shall base the effort on the design, furnishing and installation of a Lincoln Medium Pressure Oil Reel and Hose Assembly (#94345) with PMV3" 5:1 Pump (#3050000000), Electronic Lube Meter (#908ER) and associated tank gauges or an equivalent system. The system shall include two (2) 240 gallon double walled steel tanks per industry standard and one (1) 500 gallon double walled waste oil tank plumbed with an evacuation pump Graco Husky #1050 or approved equal, to be located in Area 32-114A. The system shall include one reel for each of the two types of fluid for every two auto bays; (2) pumps, one for each of the two different types of fluid. Piping from the tanks to each of the bay locations (one per two bays) shall be provided by the Lessor. The work shall include the installation of all necessary piping, gauges/vents, and tanks, hanging of reels, pump installation and pressure testing of the system. Location of the tank and the reels will be determined during the DID process.
- 26. Not used
- 27. Not used
- 28. Not used
- 29. Provide hot and cold water and sanitary drain line for commercial washing machine. Provide a separate floor drain. Provide an exhaust vent line for a commercial clothes dryer.
- 30. Provide counter on the secured side of the window (Room 11) that is 24 inches deep. The service counter on the public side of the window (Room 10) shall be a minimum of 12 inches deep. Both counters shall run the width of the window.
- 31. Not used
- 32. Not used
- 33. Provide millwork as indicated on the VSF Diagram in the Guard area. Coordinate mounting height in order to accommodate compact refrigerator below. Provide ventilation in millwork in Guard area such that computers and equipment can be stored inside the millwork without overheating.
- 34. Provide 20 linear feet of plastic laminate wall and base cabinetry with drawers and counter top with a 22" wide x 10" deep stainless steel sink. Provide sink with goose neck faucet threaded for hose connection and foot pedal type faucet levers. Also provide within this room:

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- a. Eyewash meeting ANSI Z-358.1 standard. The eyewash shall be connected to tepid water, equipped with a lid, and be connected to a drain.
 - b. Provide 3/8" cold water line to ice machine. The ice machine shall be drained to the nearest drain per applicable code requirements.
 - c. Provide floor drain.
35. This room shall be provided as follows:
- a. Provide a stainless steel counter along two adjacent walls of this room. One of these walls shall be the wall that abuts Room 13-74A. The counter shall be 19" deep and shall have shelves below to store evidence packaging materials. Refer to the diagram for additional details.
 - b. Provide plastic laminate adjustable shelves and cabinets mounted over the countertop. Refer to the diagram for additional details.
 - c. Provide eyewash meeting ANSI Z-358.1 standard. The eyewash shall be connected to tepid water, equipped with a lid, and be connected to a drain.

15.14 HEAVY FLOOR LOADING (250 LB)

Rooms identified within the matrix as HEAVY LOADING shall be structurally designed to support heavy floor loading of 250 PSF live load

15.15 SPECIAL ARCHITECTURAL

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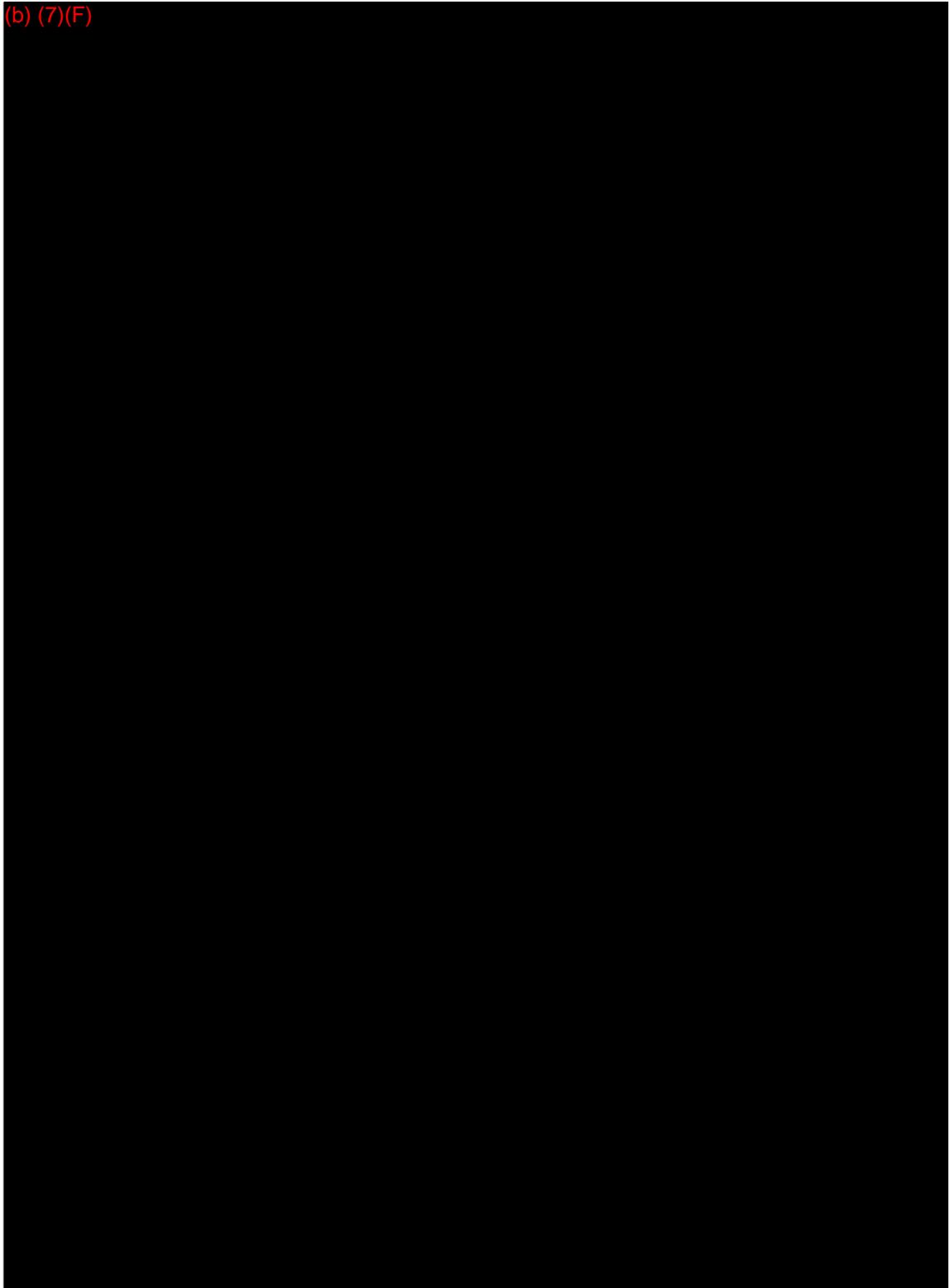
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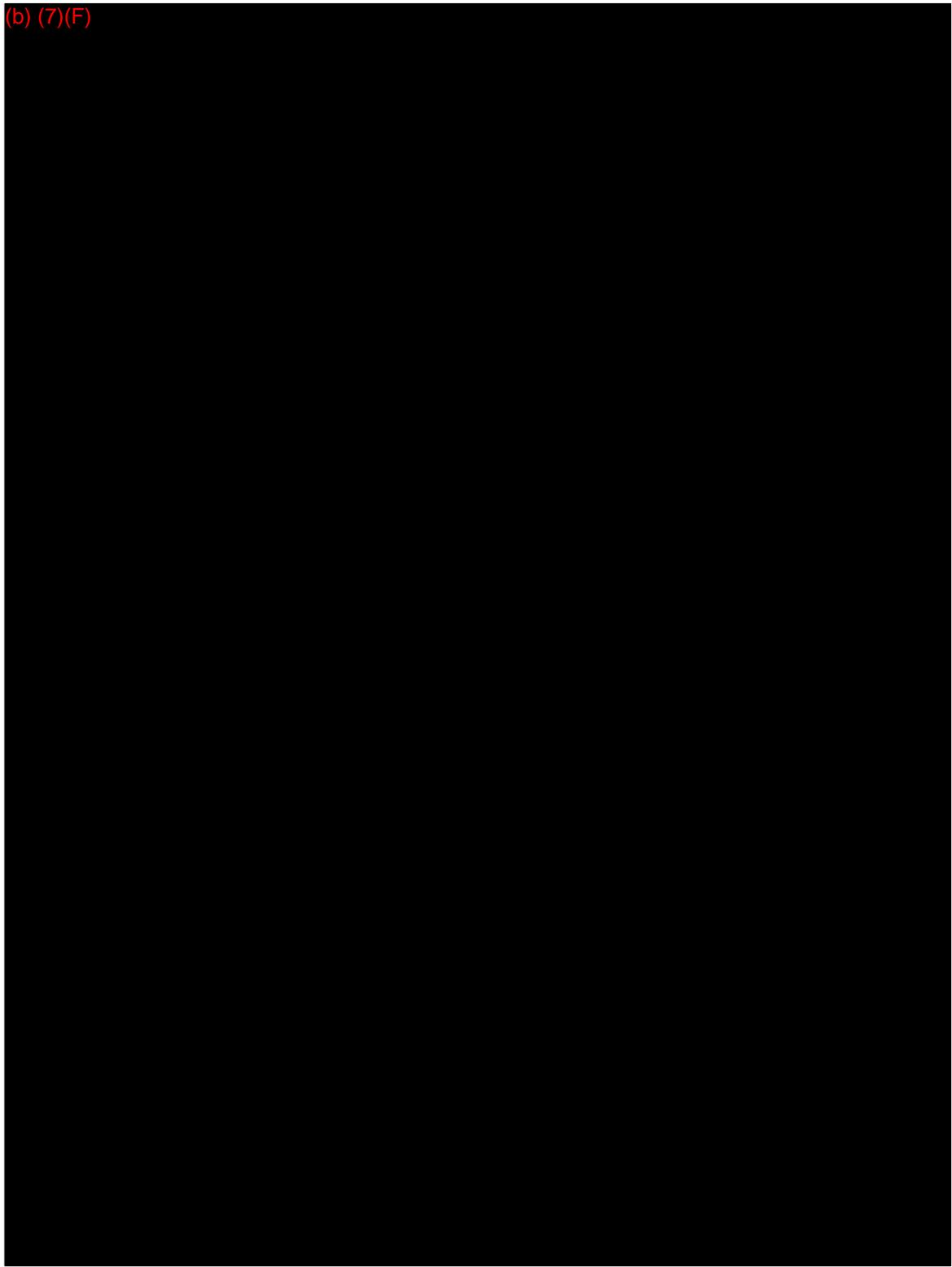
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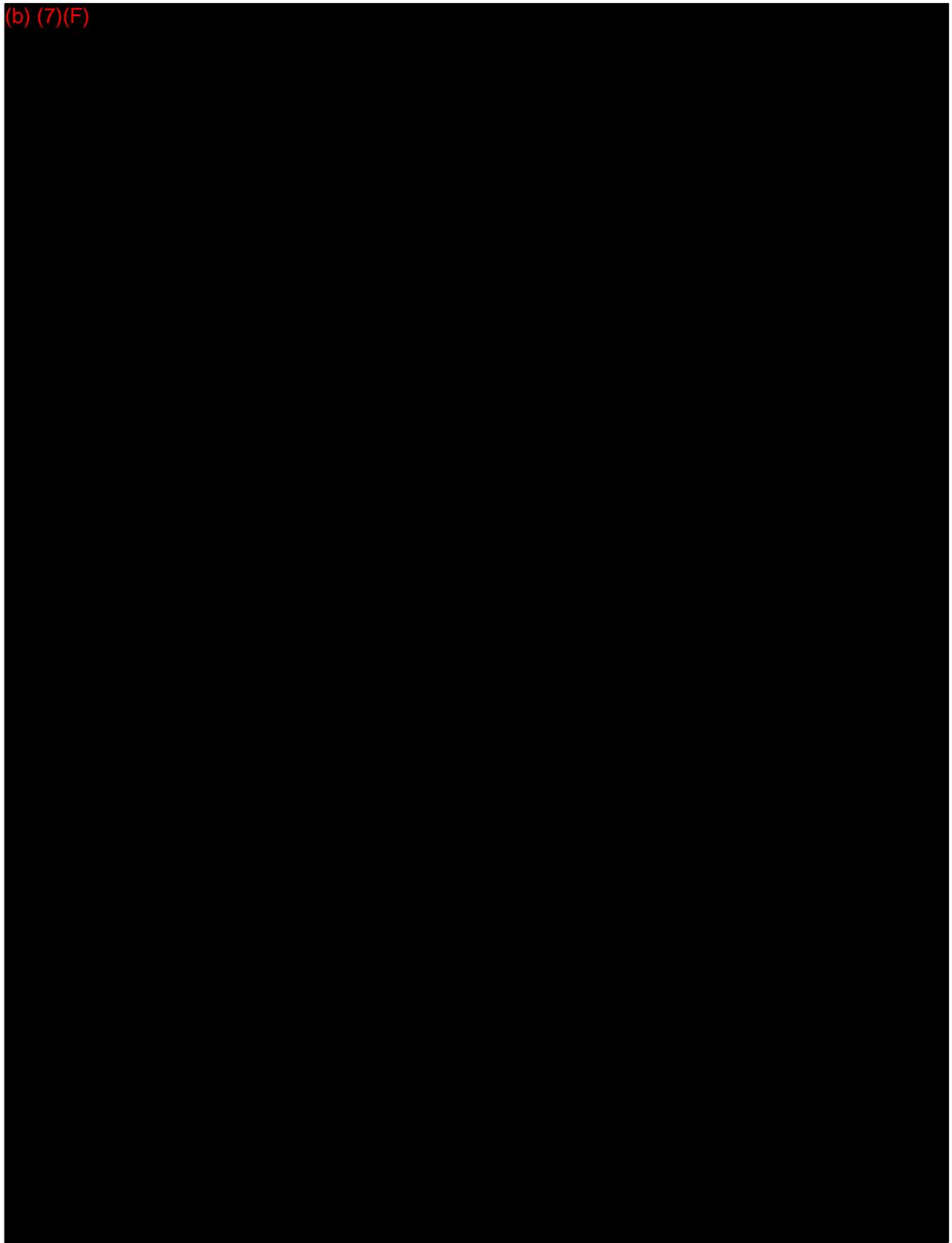
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(b) (7)(F)



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(b) (7)(F)



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40. Not used

41. This room shall be provided as follows:

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h.

42. This room shall be provided as follows:

a. (b) (7)(F)

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43. (b) (7)(F)

44.

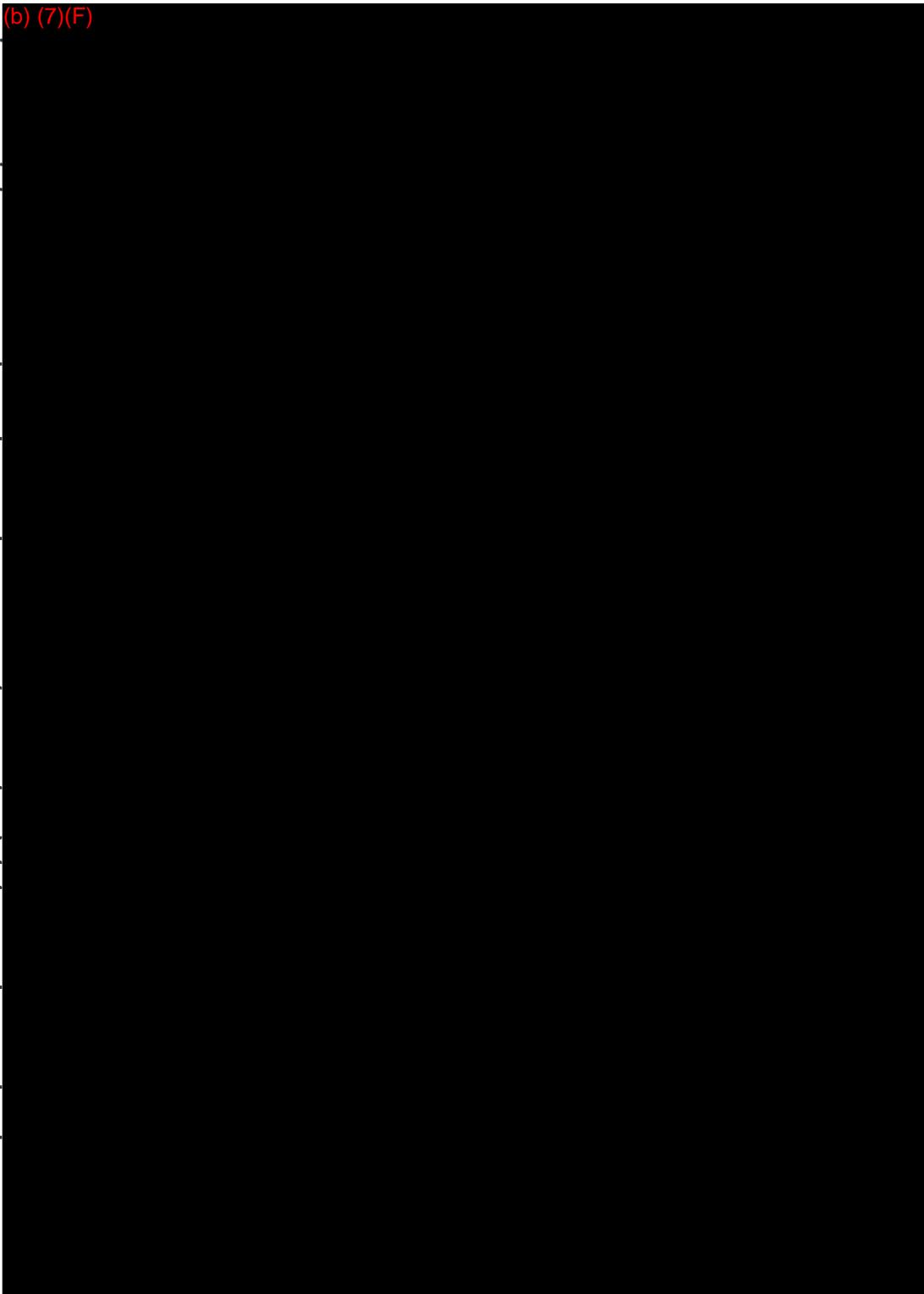
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48. (b) (7)(F)



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d.

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62. (b) (7)(F)

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15.16 EARLY ACCESS ROOM

Specific "Early Access" equipment rooms have been identified with either an "A", a "B", or a "C" in the "Early Access Room" column on the RDM. These rooms shall be targeted for early completion in order to facilitate installation of Tenant equipment to prevent any delays in substantial completion.

The "A" and "C" early access rooms shall be completely finished, including: flooring installed; partitions painted, plywood installed and painted (where applicable); doors and door locks installed; power and lights shall be operational. All punch list items shall be completed in these rooms prior to turning over to the Tenant.

In addition, the Lessor shall have completed cabling installation, performed and documented successful testing of all cabling, and received Tenant sign off indicating the cabling installation is complete a minimum of 15 days prior to substantial completion.

After the rooms are turned over to the Tenant, access will be limited and unescorted access into these rooms, with the exception of the Receiving Dock, and the Service Elevator, will not be allowed. The Lessor shall coordinate access into these rooms, if needed, for testing, balancing, and commissioning activities.

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The "B" early access requirement is to facilitate furniture installation. These rooms shall be finished enough to be able to accept final furniture installation. The spaces shall be complete enough to obviate the need to perform construction work, which may cause damage to the installed furniture. Cabling installation shall be coordinated with furniture installation schedule.

Early Access Rooms "A"

Rooms designated for early access A shall be turned over to the Tenant a minimum of 15 business days prior to substantial completion.

Early Access Rooms "B"

Rooms designated for early access B shall be turned over to the Tenant a minimum of 45 business days prior to substantial completion.

Early Access Rooms "C"

Rooms designated for early access C shall be turned over to the Tenant a minimum of 90 business days prior to substantial completion.

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Mechanical

15.17 ADDITIONAL COOLING (W/SF)

Rooms identified within the matrix as ADDITIONAL COOLING (W/SF) shall be provided with supplemental sensible cooling HVAC capacity (in addition to customary loads) for special equipment. The numerical designation in the matrix represents the power consumption in Watts per Square foot of the equipment in addition to code required loads to be provided for in this room.

15.18 24/7 HVAC

1. Heating Ventilation and air conditioning systems serving rooms identified in this column with a "1" shall be served by the 24/7 system as specified in the MECHANICAL section of this POR.
2. Heating Ventilation and air conditioning systems serving rooms identified in this column with a "2" shall be served by the 24/7 system as specified in the MECHANICAL section of this POR, but with the following exception: The 24/7 system for these rooms will only operate during days that are specified by the tenant to the building manager in advance. The tenant will be responsible for the excess cost of HVAC for those rooms that is above and beyond normal operation.

15.19 SPECIAL HVAC

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- 4.

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5. (b) (7)(F)

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(b) (7)(F)

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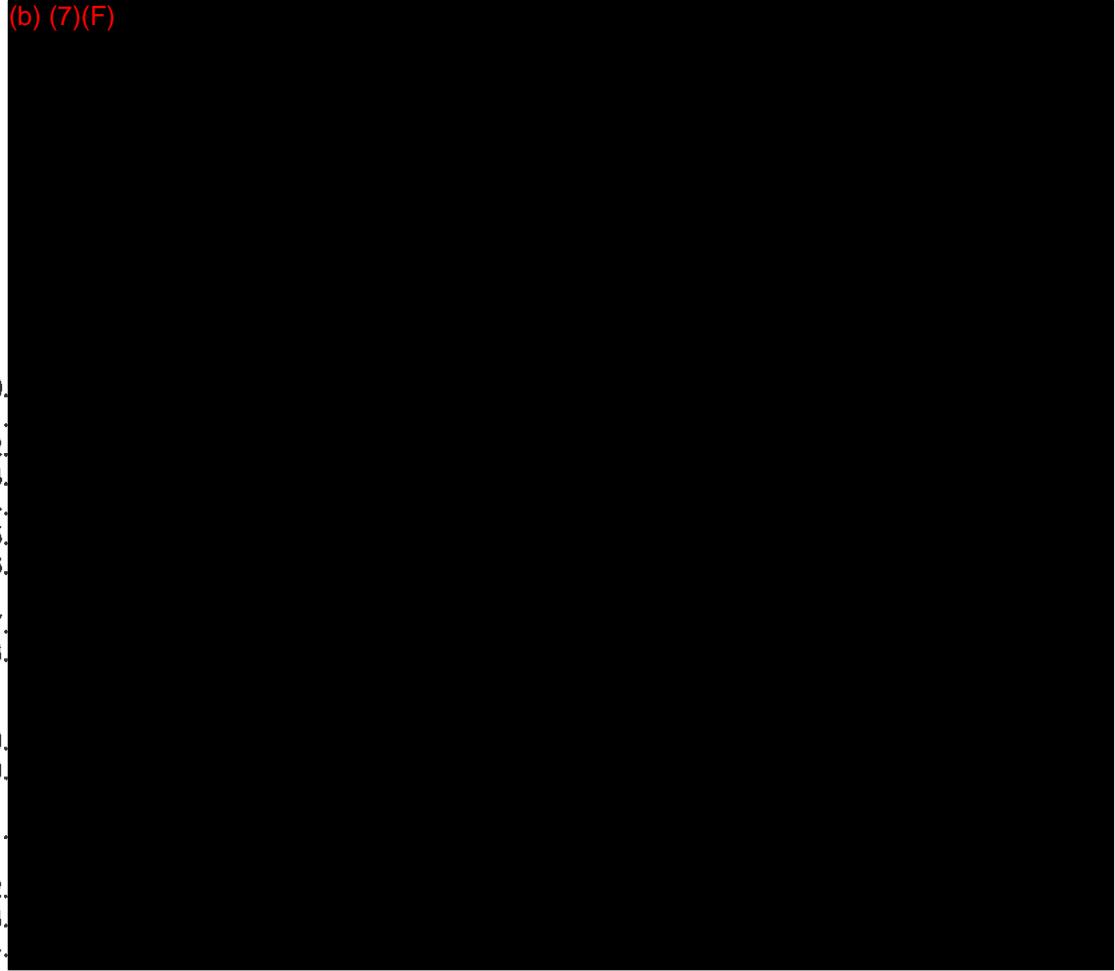
15.20

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Electrical

15.21 ESSENTIAL POWER

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15.22 CATV, RADIO & LARGE VIDEO MONITORS

Provide dedicated conduit and power for Cable TV and communications radios as described below. Where TVs are indicated on the Room Data Matrix for large areas such as open workstation areas, the lounge and the gym, provide one 55"-60" TV, $\frac{3}{4}$ " plywood blocking, flat wall mount, and outlet per 1000 SF. Mounts shall be able to support up to a 90" monitor. TV model to be approved by Tenant's security division.

1. Provide 1" EMT conduit at locations indicated during the design phase in the room. Conduit shall connect to a standard single gang junction box with cover plate, at approximately 84 inches AFF, run up within the wall cavity and terminate in a stub off into the room 12 inches above the ceiling (CATV). Provide 120V recessed power receptacle adjacent to cable TV outlet. Provide $\frac{3}{4}$ "plywood blocking for wall mounted TVs. Provide a tilt/swivel wall mount capable of supporting up to a 90" monitor. Provide a 40"-45" monitor, model to be approved by Tenant's security division. Coordinate location of outlets with furniture layout and ensure outlets will be hidden by the monitors.

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2. Provide (2) 1" EMT conduit at a designated location in the room. One conduit shall connect to a standard single gang junction box with cover plate, at standard outlet height, run up within the wall cavity and terminate in a stub off into the Room 12 inches above the ceiling (Radio). One conduit shall connect to a standard single gang junction box with cover plate, at 72 inches AFF, run up within the wall cavity and terminate in a stub off into the Room 12 inches above the ceiling (CATV). Provide 120V recessed power receptacle adjacent to cable TV outlet. Provide $\frac{3}{4}$ " plywood blocking for wall mounted TVs. Provide a tilt/swivel wall mount capable of supporting up to a 90" monitor. Provide a 55"-60" monitor, model to be approved by Tenant's security division. Coordinate location of outlets with furniture layout and ensure outlets will be hidden by the monitors.
3. Provide 3/4" EMT conduit at locations indicated during the design phase in the room for video monitors. Conduit shall connect to a standard single gang junction box with cover plate, at approximately 84 inches AFF, run up within the wall cavity and terminate in a stub off into the room 12 inches above the ceiling (Monitors). Provide 120V recessed power receptacle adjacent to a data outlet. Provide $\frac{3}{4}$ " plywood blocking for all wall mounted monitors. Provide a tilt/swivel wall mount capable of supporting a 90" monitor. Also provide one or two 55"-60" monitor(s), model to be approved by Tenant's security division. Monitor quantity and locations to be determined during design. Coordinate location of outlets with furniture layout and ensure outlets will be hidden by the monitors.
4. Provide (1) 3/4" EMT conduit at a designated location in the room. This conduit shall connect to a standard single gang junction box with cover plate, at standard outlet height, run up within the wall cavity and terminate in a stub off into the Room 12 inches above the ceiling (Radio).
5. Provide (1) $\frac{3}{4}$ " EMT conduit to Tenant-designated location within the room. This conduit shall connect to a standard single gang junction box with cover plate, at standard outlet height, run up within the wall cavity and terminate at a tenant-designated location approximately 84" AFF (Monitors). Provide power, mounts, and $\frac{3}{4}$ " plywood blocking for (3) 32" wall-mounted monitors. Also provide (1) $\frac{3}{4}$ " EMT conduit at a designated location in the room. This conduit shall connect to a standard single gang junction box with cover plate, at standard outlet height, run up within the wall cavity and terminate in a stub off into the room 12 inches above the ceiling (Radio).

15.23 SPECIAL CONDUIT

1. Provide (1) two inch EMT sleeve between Rooms 43A, 43B, 43D, 43E, and 43G
2. Provide (1) two inch EMT conduit between Rooms 65A and 93
3. Provide (1) 3/4 inch EMT conduit between Rooms 91A and 96
4. Provide (2) four inch EMT conduit from Room 96 demarcation point to the point of incoming telephone service. Provide (1) three inch EMT conduit between Rooms 96 and 88
5. Provide (1) two inch EMT conduit between Rooms 94 and 92. Provide (1) one inch EMT conduit between Rooms 94 and 88. Provide (1) two inch EMT conduit and (1) three inch EMT conduit between Room 94 and designated location on roof.
6. Provide (1) three inch EMT conduit and (1) two inch conduit between Rooms 92 and 93. Provide (1) three inch EMT conduit between Room 93 and designated location on roof. Provide (2) three inch conduit between Rooms 93 and 94.
7. Not used
8. Provide (1) four inch EMT conduit from this room to nearest telephone closet. Provide (1) four inch EMT conduit between this room and at the roof top antenna location. Conduits shall be as straight and direct as possible with bends minimized. Provide pull box every 100' feet or 180 degrees of bends.
9. Not used
10. Not used
11. Not used

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12. Provide (1) two inch EMT conduit from Room 98C to the roof of the Annex. Conduit run shall be as straight and direct as possible with bends minimized. For every 180-degree turn or every two 90 degree turns, the Lessor shall provide 24" wide x 24" high pull boxes.
13. Provide (1) three inch EMT conduit from Room 100A/100B to the Junction box installed on roof for the satellite antenna.
14. Provide (1) three inch EMT conduit from Room 101C to Room 101B, and (1) two inch conduit from Room 96 to Room 101C.
15. Provide (1) two inch EMT sleeve between Rooms 43A and 43D.
16. Provide (1) two inch EMT sleeve between Rooms 43A and 43E.
17. Provide (1) two inch EMT sleeve between Rooms 43A and 43G.
18. Provide (1) two inch EMT conduit from this room to a junction box feeding a floor box in Room 8. Location to be coordinated with furniture.

15.24 SPECIAL ELECTRICAL

1. Provide dimmable lighting (range shall be 10 – 70 foot-candles)
2. Provide blue "in-use" light above the door. Switch to be located in room 17A.
3. Provide blue "in-use" light above the entrance to the area. Switch to be located within area 28.
4. Provide two (2) 4-foot long receptacle strips mounted 42" above finished floor with receptacle spaced at 6" on center. Coordinate placement of receptacle strips with furniture placement.
5. Provide 4-foot long receptacle strips mounted on wall above all counter tops within room 59A with receptacles spaced at 12" on center. Lighting within this room shall be switched separately from general office lighting and shall be daylight balanced LED type.
6. This room shall be provided as follows:
 - a. Electrical outlets in this room shall be GFCI protected. Every outlet will require a 20 amp circuit.
 - b. Provide Dayton NO. 1A136 multi-outlet and reels (or equivalent) overhead and to the side of each bay, approximately 6' above the floor. Reel cords shall be 25' in length. Provide multi-outlets and reels overhead and to both sides of each bay.
 - c. Provide a minimum of six dedicated quadruplex receptacles and a carbon monoxide monitor.
7. Each receptacle strip in this room shall be fed from a dedicated shielded circuit.
8. Provide (2) GFCI receptacles at counter height, (1) dedicated 120V receptacle for a full size refrigerator, (1) dedicated 120V receptacle for a microwave, (1) 120V outlet for the garbage disposal, and (3) 120V 20A dedicated receptacles for vending machines.
9. Provide (2) GFCI receptacles at counter height, (1) dedicated 120V for a microwave, (1) 120V outlet for a garbage disposal, and (1) dedicated 120V receptacle for a full size refrigerator.
10. Coordinate power and data with the Wall of Honor location.
11. Provide:
 - a. Four (4) dedicated 208V circuits, two (2) per every two (2) equipment racks. Provide receptacles above the finished floor in ceiling above the corresponding racks. Receptacle placement to be coordinated with Tenant during design.
 - b. One (1) 110 volt quad receptacle on wall.
12. Provide 1 flush ceiling mounted quadruplex receptacle and 1 data outlet for Tenant furnished projection equipment. Lessor shall provide required blocking and shall install the projection equipment. Provide dimmable LED lighting in this room with manual switch (range shall be 0 – 50 foot-candles). Lights shall be dimmable such that lights near the projection wall can be off while lights in the back of room can be on. Coordinate the location of the outlets with the Tenant. Ensure that no outlet is installed on the projection wall.
13. This room shall be provided with:

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- a. Power above millwork, spaced 24" o.c.
- b. Outlet on essential power for below-counter refrigerator
14. This room shall be provided as follows:
 - a. Provide four dedicated 208V circuits, two (2) per two (2) equipment racks. Provide receptacles above the finished floor in the ceiling above the corresponding racks. Coordinate receptacle placement with the Tenant during design.
 - b. Provide one (1) 110 volt quad receptacle on the wall, location to be coordinated with the Tenant during design.
15. This room shall be provided as follows:
 - a. Provide (Receptacle Panel) RP-FM (100A panel 42 pole, 120/208V, 100A service) within this room.
 - b. Provide a grounding system bus bar in this room. The grounding system bus bar shall be terminated in the earth either directly or via the steel structure of the building using #4/0 American Wire Gauge (AWG) copper cable with terminations. The ground in these rooms shall be electrically common with each other. Location of ground bus system in these rooms shall be determined at the time of layout. The grounding system bus bar size shall be no smaller than 2' 0" wide x 2" high x 1/4" thick, and it shall be mounted to the wall near the ceiling on 2 inch standoff insulators.
 - c. Provide separate circuit breakers for two 30-amp 2-pole NEMA 5 twist lock receptacles, and ten 20-amp circuits. These alternating current (AC) outlets shall be flush-mounted in the ceiling above the radio racks. Circuit breakers shall be located in the same room as the equipment.
 - d. No more than 4 outlets per 20-amp circuit shall be permitted
16. Only recessed ceiling mounted light fixtures allowed in this room. Do not provide light above the mirror – since this room is required to be constructed to vandal resistant criteria.
17. This room shall be provided as follows:
 - a. Provide (Receptacle Panel) RP-TR (100A panel 42 pole, 120/208V, 100A service) within this room
 - b. Provide a grounding system bus bar in this room. The grounding system bus bar shall be terminated in the earth either directly or via the steel structure of the building using #4/0 American Wire Gauge (AWG) copper cable with terminations. The ground in these rooms shall be electrically common with each other. Location of ground bus system in these rooms shall be determined at the time of layout. The grounding system bus bar size shall be 6' 0" wide x 2" high x 1/4" thick, and it shall be mounted to the wall containing the 208 VAC outlets on 2 inch standoff insulators.
 - c. Provide two 220 V @ 30-amp power outlets, spaced at 2-foot, 0-inch intervals along the rear 10-foot, 0-inch wall. Four 120 V @ 20-amp duplex outlets, spaced equally around the room
18. This room shall be provided as follows:
 - a. Provide (Receptacle Panel) RP-TFR (100A panel 42 pole, 120/208V, 100A service) within this room
 - b. Provide a grounding system bus bar in this room. The grounding system bus bar shall be terminated in the earth either directly or via the steel structure of the building using #4/0 American Wire Gauge (AWG) copper cable with terminations. The ground in these rooms shall be electrically common with each other. Location of ground bus system in these rooms shall be determined at the time of layout. The grounding system bus bar size shall be no smaller than 2' 0" wide x 2" high x 1/4" thick, and it shall be mounted to the wall near the ceiling on 2 inch standoff insulators.
 - c. Provide two 20A UPS circuits for telephone equipment.
19. Provide three dedicated 120 V, 20-amp circuits
20. Provide two dedicated 120 V, 20-amp circuit

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21. Provide 6 dedicated quadruplex receptacles on essential power in each closet. In multi-floor situations, closets designated as Room 98 shall be stacked. Provide each room with (8) 4 inch diameter core-drills between floors, except where room occurs on the ground floor. Core drills shall be vertically aligned between floors. Provide (3) three 3 inch sleeves from each closet to the cable tray. Provide one dedicated 20A UPS circuit for telephone equipment. Coordinate electrical outlet locations with the Tenant.
22. Provide receptacle/USB strips mounted on wall above all counter tops with receptacles/USB ports spaced at 12" o.c.
23. Provide recessed mounted panel (Receptacle Panel) RP-CP (100A panel 42 pole, 120/208V, 100A service) within this room. Panels shall be located in an A/V closet or otherwise placed out of sight of rooms' occupants.
24. This room shall be provided as follows:
 - a. Provide (5) dedicated circuits.
 - b. Receptacles for Hirsch equipment shall be on UPS power.
25. This room shall be provided as follows:
 - a. Install recessed panel (Receptacle Panel) RP-ND (100A panel 42 pole, 120/208V, 100A service) within this room.
 - b. Provide dedicated duplex recessed electrical receptacles on essential power and conduit and boxes for data for the eight (8) security monitors.
 - c. Provide eight (8) 20A UPS circuits for radio communication equipment consoles.
26. This room shall be provided as follows:
 - a. Provide ceiling mounted electrical outlets for the racks in room 100 when the layout is provided by the Tenant.
 - b. HVAC equipment supplying Room 100 shall be fed from nearest essential panel, NOT from RP-CR.
 - c. Provide (6) Six 3 inch sleeves from each Room 98 (A/B/C) closet to the cable tray.
 - d. Room 100 shall be treated as an Information Technology Equipment room in accordance with NFPA 70, National Electric Code, and shall comply with the requirements of the Information Technology Equipment article in the most recent edition of NEC.
27. Refer to "UPS Requirements for Room 100" paragraph under the "Special Electrical Requirements" in the narrative section of this POR for specifications.
 - a. Provide a fused disconnect (DS-CR) to support the UPS, and (Receptacle Panel). Provide (Receptacle Panel) RP-CR (225A, 3phase, 120/208V, two 42 circuit panels, surface mounted).
 - b. UPS shall be fed from the disconnect and shall feed the Receptacle Panels RP-CR and RP-TIII.
28. Lessor shall Provide:
 - a. Intercom at transaction window and deal tray in three locations as indicated on the diagram for communicating with visitors.
 - b. Concealed conduit and pull-string from desk to ceiling of Scanning Area.
 - c. Power for Tenant furnished and non-Tenant furnished items that require power, such as but not limited to:
 - i. Package X-ray machine
 - ii. CCTV monitoring equipment
 - iii. 1 computer workstation
 - iv. Metal detector
 - b. Power above millwork in Guard Area, outlets spaced 24" o.c.
29. In this room, all power, communication, data, and camera conduits are to be mounted 9'-0" above finished floor.

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30. Provide one dedicated 3phase, 208 V, 30-amp circuit. 208 V receptacles and cover plates SHALL NOT be installed until after compressor is delivered to space to ensure plug is compatible
31. This room shall be provided as follows:
 - a. Provide retractable rugged duty fluorescent utility lights (EXUR500, Snap-On Tool Corp. or equivalent) overhead and to the side of each bay, approximately 6' above the floor.
 - b. Provide multi-outlet and reels (four outlets Dayton NO. 1A136 or equivalent) overhead and to the side of each bay, approximately 6' above the floor. Reel cords shall be 25' in length.
 - c. Hydraulic lifts shall be provided, installed, and maintained by the Lessor. Lifts shall be Rotary brand lift, model # SPOA10. Assume one lift per Auto Mechanic. In one bay, to be designated by the Tenant during DIDs, provide instead one (1) Rotary brand lift, model #SPO15. If more than 6 mechanics, provide one (1) additional Rotary SPO15 lift in place of one (1) SPOA10 lift. Lessor shall provide all necessary electrical work as called for by manufacturer. Coordinate size and capacity of lift with Special Architectural notes for each type of bay. These sizes should be verified during design. Floor load shall be sufficient to support the combined weight capacity of these lifts.
 - i. Maintenance shall occur not less than semi-annually, by a factory-trained service provider, in accordance with the manufacturer's manuals and recommendations and in compliance with standards published by the Automotive Lift Institute and published by ANSI. Lifts shall be inspected annually, and an inspection report and sticker shall be provided by a certified inspector in accordance with certification and inspection standards published by the Automotive Lift Institute and published by ANSI.
 - d. Provide dedicated duplex receptacle on the interior side of the walls at each bay.
 - e. Provide two dedicated 50 amp 220 volt receptacles suitable for a welder or high amperage equipment, location to be coordinated with the Tenant.
 - f. One bay will require 230 VAC three-phase electrical service for a tire balancing machine.
 - g. Provide dedicated duplex receptacle on the interior side of the exterior wall at each bay
 - h. Provide 1 all-weather electrical outlet on the exterior just outside the bays
32. Provide one four foot long, two tube, fluorescent light fixture, mounted horizontally 36" above each Tenant furnished work bench. Fixtures shall be independently switched.
33. Provide night light fixture on essential power on the secure side of the main entrance door to clearly illuminate the CDX-10 or S&G's lock operating features and instructions
34. This room shall be provided as follows:
 - a. Each workbench shall be provided with two (2) dedicated 120v, 20-amp circuits of UPS power. These Workstations are open frame with no pre wiring. Wall boxes are preferred where wall access is available. Where the workbenches are not located along the wall, provide floor boxes. If floor boxes are not possible, provide power poles (Wiremold NP800C-10-2B or equivalent) at each designated workbench location with whipped BX power outlets (one - 4ft BX with quadruplex outlet and one - 10ft BX quadruplex outlet). Coordinate outlet locations with the Tenant during design. These receptacles shall be fed from receptacle panel RP-TIIV.
 - b. Convenience power shall be every 10 feet around the room with no more than four (4) outlets on one circuit.
 - c. All receptacles within this room shall be 15" AFF.
 - d. Coordinate power and data for AV system during design.
35. This room shall have conduit running from Room 1-8A into a floor box. The floor box is to be centered under where the table will be located.
36. This room shall be provided as follows:

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- a. Provide (Receptacle Panel) RP-TIIV (100A 42-Pole panel, 120/208V) in a designated location within this room. The panel shall be on UPS power.
- b. Coordinate circuit breaker sizes with the Tenant for 120Vac 20-ampere, 120Vac 30-ampere, 208Vac 20-ampere, and 208Vac 30-ampere breakers.
- 37. Provide (6) 30Amp circuits (normal power) for specialty vehicle battery maintenance while under storage.
- 38. Coordinate locations and type of power receptacles with Tenant furnished exercise equipment. Coordinate location of power receptacle for ceiling/wall mounted television sets and Cable TV outlets. The Lessor shall provide a television, TV mount and electrical outlet with 3/4 inch conduit for cable television for each television location.
- 39. This room shall be provided as follows:
 - a. The Lessor shall provide 1 (one) 120Vac, 20-ampere duplex wall outlet every 6 feet, 0 inches. There shall be no more than three outlets per branch circuit, and all the outlets in the branch circuits shall be in this room. Each branch circuit shall consist of three wires; do not share neutrals or grounds.
 - b. Provide one technical data outlet 36 inches AFF, every six feet along each wall. Each Data Outlet shall consist of one (1) 4" square flush box with dual gang mud ring and one (1) one-inch conduit to accessible ceiling in the same room as the box. Field verify exact locations with Tenant's Engineer.
 - c. Provide two (2) 3" conduit sleeves through the wall above the suspended ceiling for access to the building cable tray.
 - d. Provide two data/telephone (data and telephone combined) outlets, one (1) each on opposing partitions.
 - e. Provide dedicated conduit and power for Cable TV.
- 40. This room shall be provided as follows:
 - a. Provide (Receptacle Panel) RP-TIII (100A 42-Pole panel, 120/208V) in a designated location within this room. The panel shall be on UPS power.
 - b. Provide twenty (20) dedicated 120VAC/30A circuits with L5-30R receptacles. All circuits shall be red from Panel RP-TIII. All receptacles shall be mounted to cable tray in this room. The locations of the receptacles are to be coordinated during design.
 - c. Provide a Telecommunications Grounding Busbar (TGB) in this room as per ANSI/TIA-607-C. The TGB shall be terminated in the earth either directly or via the steel structure of the building using no less than #4/0 American Wire Gauge (AWG) copper cable terminated with irreversible compression or exothermic two-hole lugs and bolted at each end with approved (UL Listed) hardware. The ground in these rooms shall be electrically common with each other. Location of the TGB shall be determined at the time of layout. The TGB size shall be no smaller than 12" wide x 2" high x 1/4" thick, and shall be mounted to the wall near the ceiling on 2 inch standoff insulators.
 - d. Provide 110v, 20-amp duplex power receptacles every 8 feet fed from panel RP-TIII with no more than three (3) outlets on one circuit.
- 41. Provide one wall phone outlet, on the partition, near the door. Provide one (1) 208V ac/20A, 6-20R receptacle and four (4) 120 Vac 20A, 6-20R receptacles and (4) 120 Vac 20A branch circuits with each branch circuit having two quad receptacles.
- 42. This room shall be provided as follows:
 - a. Each workbench shall be provided with two (2) dedicated 120v, 20-amp circuits of essential power. These Workstations are open frame with no pre wiring. Wall boxes are preferred where wall access is available. Where the workbenches are not located along the wall, provide floor boxes. If floor boxes are not possible, provide power poles (Wiremold NP800C-10-2B or equivalent) at each designated workbench location with whipped BX power outlets (one - 4ft BX with quadruplex outlet and one - 10ft BX quadruplex outlet). Coordinate outlet locations with the Tenant during design.

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- b. Convenience power shall be every 10 feet around the room with no more than four (4) outlets on one circuit.
 - c. All receptacles within this room shall be 15" AFF.
 - d. Coordinate power and data for AV system during design.
43. This room shall be provided as follows:
- a. Provide four (4) dedicated 30 amp 208 circuits with L6-30R equipment receptacles on building power; provide four (4) dedicated 30 amp 208 circuits with L6-30R equipment receptacles on UPS power.
 - b. Provide two (2) dedicated 20 amp 120 volt circuits with 5-20-4 quadruplex equipment receptacles on UPS power. These receptacles shall be fed from receptacle panel RP-TIIV.
 - c. Provide 18" wide cable tray 84 inches above the finished floor spanning the room at the widest point. Provide above-the-ceiling water fall access at both ends of cable tray location. These receptacles shall be fed from receptacle panel RP-TIIV.
 - d. All equipment receptacles shall be mounted in cluster groups of one (1) L6-30R building power, one (1) L6-30R UPS power and one (1) branched 5-20-4 UPS power. Four (4) clusters are required. Each cluster shall be mounted 3 feet apart in plug mold attached to the cable tray 84 inches above the finished floor.
 - e. Provide (1) one dedicated 110 volt, 20-amp circuit on UPS power with two (2) branched 110 volt, 20-amp quadruplex wall receptacles 15 inches above the finished floor.
44. For tenant installed panic alarm, provide $\frac{3}{4}$ " EMT conduit at a designated location in the room. Conduit shall connect to a backbox mounted below desk height (or where designated by the Tenant), run up within the wall cavity, and terminate in a stub off into the room 12" above the ceiling.
45. This room shall be provided as follows:
- a. Provide six (6) dedicated 30 amp 208v circuits with L6-30R equipment receptacles on building power.
 - b. Provide six (6) dedicated 30 amp 208v circuits with L6-30R equipment receptacles on UPS Power. These receptacles shall be fed from receptacle panel RP-TIIV.
 - c. Provide three (3) dedicated 20 amp 120v circuits with (6) 5-20-4 quad receptacles on UPS Power. Each dedicated 120v circuit shall have (2) 5-20-4quad receptacles. These receptacles shall be fed from receptacle panel RP-TIIV.
 - d. Provide 18 inch wide cable tray 84 inches above the finished floor spanning the room at the widest point. Provide above-the-ceiling water fall at both ends of the cable tray.
 - e. All equipment receptacles shall be mounted in cluster groups of one L6-30Rbuilding power, one L6-30R UPS power and one branched 5-20-4 UPS power. Each group shall be mounted 1 foot apart with plug mold mounted to cable tray 84 inches above the finished floor.
46. This room shall be provided as follows:
- a. Provide two clusters of the following: (3) single gang data boxes with 1" conduit each to the plenum above with ring and string. One branched essential power 20 amp 120V circuit with 20 amp quad receptacles. Co-locate one power receptacle with each data box cluster. No more than two branches per circuit. All receptacles and data boxes within this room shall be 15" above finished floor.
47. Provide power for commercial grade washer and dryer within the bay.
48. This room shall be provided as follows:
- a. Provide (Receptacle Panel) RP-GB (100A panel 42 pole, 120/208V, 100A service)
49. Provide one (1) 208VAC/20A, 6-20R receptacle and four (4) 120VAC/20A branch circuits with each branch circuit having two quad receptacles. Provide 18 inch wide cable tray 84 inches above the finished floor spanning the room at the widest point and ensure clearance above the tray. All receptacles shall be mounted to cable tray with plug mold. Provide four

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- (4) 220V receptacles dispersed throughout the space. The location of the receptacles to be coordinated during design.
50. Provide one (1) Technical data outlet.
51. Provide separate dedicated power outlets for ADA compliant countertop microwave oven and compact refrigerator.
52. This room shall be provided as follows:
- Provide three clusters of three (3) each 2 inch by 4 inch data boxes mounted 14 inches above finished floor (AFF), with 1" conduit to the plenum above with ring and string. Boxes are for data, telephone, and specialty data.
 - Provide one dedicated circuit on UPS and Essential Power with three (3) each 110 volt, 20-amp branched circuits with 20 amp quadruplex receptacles. Receptacles shall be mounted 14 inches AFF. This dedicated circuit shall be fed from receptacle panel RP-TIIV.
 - Provide convenience receptacles starting 4 feet from the door and then every 6 feet around the room. Receptacles shall be mounted 14 inches AFF. This circuit shall be fed from the building power receptacle panel in Room 43E.
53. This room needs to be able to be made completely dark. All lighting must be configured to be turned off. No night lights in this area.
54. Coordinate power for floor mounted drying cabinet with self-contained filters and circulating fan and drying racks provided by the Tenant.
55. Not used
56. This room shall be provided as follows:
- Provide (Receptacle Panel) RP-SCIF (100A 42-Pole panel, 120/208V) in a designated location within this room. The panel shall be on UPS power.
 - Coordinate circuit breaker sizes with the Tenant for 120Vac 20-ampere, 120Vac 30-ampere, 208Vac 20-ampere, and 208Vac 30-ampere breakers.
 - Provide a Telecommunications grounding bus bar in this room installed according to TIA-607-B.
 - Provide 120v, 20-amp duplex power receptacles every 8 feet fed from panel RP-SCIF with no more than three (3) outlets on one circuit.
57. This room shall be provided as follows:
- One Equipment Rack 80" Height x 24" Wide x 36" deep that will require (2) 120 Volt 20 Amp dedicated Duplex Nema 5-20R Isolated Ground Orange receptacles. Receptacles should be mounted at 18" from floor height behind the rack location.
 - Provide cabling conveyance (conduit or J hooks) within SCIF spaces that will support/protect the Fiber cabling (6 Strand 50/125 Micron Laser Optimized Aqua in color) from the Office location (2-101B) to the Equipment Rack location (2-101C). Request 5' of excess cabling at each user location and 25' excess cabling at the Equipment Rack location. All terminations will be performed by the tenant.
58. Provide receptacle/USB strips mounted on the wall at 12" o.c. around the perimeter of the room. Outlet height to be coordinated during design so as not to interfere with furniture being provided.
59. Provide two (2) 120 VAC circuits, type Nema 5-20R".
60. Provide (2) Cat-5 cable drops in opposite corners of the room for cameras that will be placed near the ceiling. Exact placement should be coordinated with the Tenant.
61. Provide essential power electrical duplex receptacle and data outlet at all video monitor locations.
62. Refer to SECONDARY GUARD BOOTH / GENERAL REQUIREMENTS section of this POR for specific requirements.
63. Provide a receptacle panel on building power in Room 43C. All non-critical power receptacles for Area 5 shall be fed from this panel.
64. Do not provide convenience outlets in this room.

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65. This room shall be provided as follows:
 - a. Provide retractable rugged duty fluorescent utility lights (EXUR500, Snap-On Tool Corp. or equivalent) overhead, approximately 6' above the floor. Location to be determined during design.
 - b. Provide multi-outlet and reels (four outlets Dayton NO. 1A136 or equivalent) overhead, approximately 6' above the floor. Reel cords shall be 25' in length. Location to be determined during design.
66. Provide one quadruplex outlet on UPS power in this room.
67. Motion-sensor lighting shall not be installed in this room.

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16.0 APPENDIX 3: INTENTIONALLY DELETED

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INITIALS: Jab & Ykt
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17.0 APPENDIX 4: PRE-ACCEPTANCE SEQUENCE OF EVENTS

The following is an outline of the preferred sequence of events leading up to the final acceptance of the project (buildings and site work). The timeframes are approximate and vary between projects. Not all items requiring demonstration are listed. The intent is that all government witnessed tests, demonstrations, and observations shall be grouped according to their respective identified timeframes, where possible, in order for the Project team members to make the most cost efficient travel plans and to minimize interruptions to the construction effort. This document shall be used by the Lessor as a check-list to ensure that each item listed is fully operational, fully compliant with the POR, and fully ready for the government witnessed tests.

17.1 GENERAL:

- A. This document is submitted to clarify the functional and operational performance requirements, tests, and observations required by the POR that will need to be verified by the Tenant. This will include demonstrations to the tenant, tests and observations by the tenant, and/or by submittals to the tenant of the appropriate commissioning test records. (Tenant, as described herein, generally refers to the tenant personnel involved with systems acceptance. Primary Point of Contact for the Tenant shall be the Project Manager, who will ensure the appropriate personnel are notified about upcoming tests and demonstrations.)
- B. Coordination Meeting: Project team will meet in advance to plan the upcoming series of commissioning, tests, demonstrations, observations, punch lists, corrective work, etc.
- C. All testing and demonstrations described herein or elsewhere within the POR document are to be performed at no additional cost to the Government. Any deficiencies noted during the testing and demonstrations will be documented and corrected and then retested at no cost to the Tenant. Final documentation shall confirm that the corrective actions have been made to the satisfaction of the Tenant.
- D. For all of the demonstrations/testing listed below, the Lessor shall provide to GSA and the Tenant for their review and acceptance a comprehensive schedule. The Lessor shall also provide to GSA and the Tenant 5-day advance written notification that all applicable installations/systems (architectural, fire and life safety, security, mechanical and/or electrical) are substantially complete and that systems and devices have been tested by the Lessor's team and are fully operational and functioning as designed, and that the building and site are complete and ready for the applicable demonstration/test.

17.2 EARLY ACCESS ROOM PUNCH

(Sixty days (or earlier based on coordination between the Lessor and the Tenant) prior to Substantial Completion - applies only to projects with a requirement for early access rooms.)

(SEE POR SECTION 15.14)

A. PREREQUISITE:

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1. All early access rooms shall be complete, including flooring, painted, plywood mounting boards, etc. Ceiling panels are left out in rooms requiring ceilings where cabling is scheduled to be completed.
2. The HVAC systems shall be functional at this time
3. The rooms shall be clean with no extraneous materials.
4. The rooms shall be secured as required.

B. DEMONSTRATION/TEST

1. The room has been punched for all POR requirements.
2. All POR requirements shall be complete and operational.

C. PARTICIPANTS: Lessor's Commissioning Agent/Manufacturer's Representative, Tenant's Headquarters Engineer

17.3 50% SECURITY OBSERVATION

(To be scheduled between tenant and contractor)

A. PREREQUISITE

1. Lessor shall ensure that all items listed below are complete and operational, as applicable.

B. OBSERVATION

1. RF shielding is installed and before gypsum board is installed.
2. Plywood is installed on partitions and before gypsum board is installed.

C. PARTICIPANTS: Tenant (Security Division)

17.4 GENERATOR LOAD BANK TESTING

(Approximately 9 weeks prior to Substantial Completion)

(SEE POR SECTION 7.0)

A. PREREQUISITE:

1. The generator room shall be completely sealed and/or fire caulked to comply with the applicable codes.
2. If the load bank cables are routed through the door, temporary plywood shall be installed to prohibit air transfer for the testing.

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B. DEMONSTRATION/TEST

1. A factory trained service representative shall provide initial startup and testing of the standby diesel generator, including all associated generator equipment and controls, and make any corrections needed to ensure the standby diesel generator system functions properly. A copy of the factory's start-up report shall be submitted to the Tenant in advance of the Load Bank Test.
2. The generator shall be run at full load for a minimum of four hours to demonstrate power, stability, voltage and frequency. The Lessor or factory representative shall furnish the portable load bank and all necessary cabling, and fuel required to conduct the tests.
3. The following shall be demonstrated by the generator system:
 - a. All controls, indicators, sensors and protective devices are operating properly. There shall be no temporary installation on any component of the generator system.
 - b. Fuel gauges are properly displaying
 - c. Outside air louvers are automatically operating.
 - d. Lag pump operates automatically when lead pump fails.
 - e. Generator operating parameters can be seen on the generator screen without any alarms.
 - f. Generator is 100% loaded by measuring the real amps and volts from the load bank cables.
 - g. The generator exhaust is vented properly.
 - h. Permanent load bank is 50% capacity of the generator. The factory representative shall connect 50% load to the permanent load bank and 50% to the portable load bank.
 - i. Run at full load for 4 hours.
 - j. Battery and charger operate properly.
 - k. Water jacket heater operates within proper temperature.
 - l. Generator grounding is connected properly.
 - m. Generator alarms display on the remote annunciation in Room 91.
4. Upon completion and approval of all testing of the generator the Lessor shall fill the fuel oil storage tank to capacity.

C. PARTICIPANTS: Lessor's Commissioning Agent/Manufacturer's Representative,
Tenant's Headquarters Engineer

17.5 PRE-FURNITURE INSTALLATION PUNCH

(Approximately 1 week prior to furniture installation, to be coordinated with Lessor)

A. PREREQUISITE

1. Lessor shall ensure that all work in areas to receive furniture has been completed (walls painted, flooring and floor base complete, ceilings and ceiling mounted devices and lights are installed).

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B. OBSERVATION & PUNCH LIST CREATION

1. Prior to installation of furniture, perform a floor by floor punch list walk through to determine that all finish work has been completed where the furniture is to be installed.
2. The Lessor's A/E shall be responsible for creating, maintaining and distributing the punch list. Deficiencies shall be noted and corrected prior to the start of installation.
3. Significant deficiencies shall be corrected before furniture can be installed, and may delay furniture installation.
4. The Lessor shall complete all necessary repairs in locations that will be covered up by furniture components, prior to approval for the installation of the furniture.

C. PARTICIPANTS: Tenant, GSA, Lessor, Lessor's A/E, and Lessor's GC

17.6 ABOVE-CEILING OBSERVATION

(Approximately 4 weeks prior to Substantial Completion)

A. PREREQUISITES

- A. Installation of power to doors
- B. All (Lessor Managed) cabling completed
- C. Tenant installation of Access Control System (ACS) and Intrusion Detection System (IDS), (incl., passive infra-red detectors, security video system (security monitors and cameras)). (Prerequisite for barrier testing & security punch)
- D. Data and Telephone cabling installation completed. (Prerequisite for PA testing)
- E. Manbars, Access Hatches (Inspection Ports) and Z-Ducts shall be installed in HVAC Ducts.
- F. All above-ceiling construction completed, including caulking of gaps and holes in acoustical and SCIF partitions.

B. OBSERVATION:

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1. Above-ceiling construction shall be inspected by the Tenant prior to ceiling panels being installed. The exception is for ceiling panels where ceiling mounted devices are installed.
2. Schedule for this observation shall be coordinated by the Lessor as floors are complete, so that the Lessor may install ceiling panels after each floor's above ceiling observation is complete and the condition is approved.
3. Lessor's AE shall document all deficiencies and repairs on an above ceiling punch list.
4. Lessor's GC shall perform all repairs and complete all work noted on the punch list.
5. Once the above-ceiling punch list has minimal remaining items, the ceiling tiles may be installed.

C. PARTICIPANTS: Tenant (FEDU/PM, PSU, OSEP, IDG), GSA, and Lessor's AE and GC.

Note: The following demonstrations/observations 17.7 through 17.14 should occur during the same week, if possible.

**17.7 BUILDING AUTOMATION SYSTEM (BAS) & HVAC DEMONSTRATIONS:
(Approximately 2 weeks prior to Substantial Completion)**

(SEE POR SECTION 6.0)

A. PREREQUISITES

1. The HVAC systems shall be 100% complete such that all required construction work is complete for all air and water side systems.
2. The building automatic temperature control and outside air/pretreatment systems shall have been completed and commissioned. The Lessor's AE shall have completed their final observation of the system and a copy of their final report provided a minimum of ten days in advance to the Tenant.
3. Final testing and balancing reports indicating the results of all air and water systems tests shall be submitted to the Tenant at least two weeks in advance of the demonstration. The report shall be signed and sealed by a testing and balancing engineer certified by the Associated Air Balance Council (AABC) or the National Environmental Balancing Bureau (NEBB).

B. DEMONSTRATION/TEST

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1. **BAS DEMONSTRATION:** The BAS, using Direct Digital Controls (DDC) for automatic control and monitoring of all HVAC system components, shall be used for the demonstration via the Building Operator's Workstation. This demonstration shall include HVAC systems in the main building, Annex, Visitor's Screening Facility (VSF) and any other buildings described in the POR that are connected to the BAS.
 - a. The BAS shall automatically display failure or trouble alarms conditions by emitting a flashing light and an audible alarm to the workstation monitor. The building automation system location in the building manager's office shall receive all alarms including warning and critical alarms.
 - b. HVAC Controls Workstation Room 91: The HVAC Controls Workstation shall be demonstrated capable of being used to monitor the status of the normal House and 24/7 HVAC systems 24 hours a day. In addition, the station shall be capable of initiating HVAC overtime when necessary. The critical alarms from any 24/7 location shall display the alarm condition on the monitor (flashing light and audible alarm). The alarm shall be immediately displayed over any currently running applications.
 - c. No wireless technology or remote monitoring: The demonstrations shall show that the HVAC systems are not electronically connected to a remote location or an HVAC control agency outside the facility via internet or telephone communications access.
 - d. Demonstration and Instruction: The Lessor, his Building Manager, or controls contractor, as applicable, shall demonstrate the satisfactory operation and provide all required instruction to the designated Tenant Field Office employees. Training shall be as necessary for them to adequately monitor the normal house HVAC system, and the dedicated 24-Hour HVAC system via the HVAC Controls Workstation in Room 91.
 - e. The automatic controls for the normal building HVAC shall indicate operation on utility power and dedicated 24 Hour HVAC systems shall demonstrate operation on both utility power and essential power from the standby generator.
2. **HVAC DEMONSTRATIONS:** The following are specific HVAC system demonstrations. Additional demonstrations may be requested based on proposed HVAC system. There shall be no alarms and the control system shall not be set on manual control during these demonstrations. Prior to the start of the demonstrations, final HVAC sequence of operation shall be provided to the Tenant.
 - a. Chilled Water System Operation: The computer color graphic displays shall include a water system diagram on a floor by floor basis, and shall be used to demonstrate the operation of the chilled water and condenser water systems, showing current status, set points, flow rates, pressure drop, etc. The diagrams shall show the chillers, chilled water pumps, condenser water pumps, free cooling system heat exchangers, piping, automatic valves and controls, as applicable. Demonstrate auto start of redundant (lag) chiller when operating (lead) chiller trips off. Reverse lead and lag chiller and repeat demonstration.
 - b. Water Heating System Operation: The computer color graphic displays shall be used to demonstrate the operation of the water heating system components and

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controls. Demonstrate auto start of redundant (lag) hot water system when operating (lead) hot water system fails.

- c. HVAC System Pumps Operation: The operation of the pumps shall be demonstrated to have provisions for automatic alternation to equalize running time on each pump. The lag pump shall automatically come on when the lead pump fails.
- d. Air Side System Operation: The computer color graphic displays shall also include an air system diagram on a floor by floor basis which shall be used to demonstrate the operation of both normal and 24/7 system air side component operation.
 - i. The diagrams shall show the operation and status, set points, etc., of the floor and/or roof top air handling units, makeup air pretreatment/heat recovery unit, return air/relief air fans, fan-powered and VAV only terminal units, fan-coil units, rooftop air handling units, exhaust fans, automatic dampers and air side controls.
 - ii. Demonstrate remote annunciation of a failed air handling unit due to loss of static pressure, loss of electrical power, or high air temperature. Demonstrate startup of a standby floor or roof top air handling unit upon failure of an operating air handling unit (as applicable), to maintain 24 Hour HVAC system room set point temperatures.
- e. Room 100 Redundant Fan Coil Units: The operation of the Room 100 redundant computer room air conditioning (CRAC) units shall be demonstrated. With the simulation of one CRAC unit failure, the redundant CRAC unit shall automatically start, and the automatic controls shall open/close dampers, as required, to isolate the failed unit. The redundant unit shall maintain the design room set point temperature. The fire alarm shall not shut down the unit unless required by code.
- f. Automatic Restart: All components of the Dedicated 24/7 HVAC System shall automatically restart (no manual reset) after a power interruption. Verify operation of each chiller, pump, air handling unit, fan-coil unit, VAV terminal unit, and redundant units on normal and emergency power. Demonstrate transfer of HVAC equipment from emergency power to normal power.
- g. Demonstrate HVAC system is operating per the sequence of operation, complete and certified Test and Balance (TAB) report, and construction documents.
- h. Emergency fan off: All components of air intake and exhaust system shall shut off when manually commanded via BAS.
- i. Receiving dock and mail receiving room: Confirm the system is isolated from the rest of HVAC system and emergency operation works properly.
- j. Demonstrate the ambient noise from the mechanical equipment in the building doesn't exceed level specified in the RLP/Lease.
- k. All rooms that do not have designed HVAC loads shall be supplied with a temporary cooling load to adequately test the HVAC system serving the room.

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- C. PARTICIPANTS: Lessor's Commissioning Agent/Manufacturer's Representative, Tenant's Headquarters Engineer, Engineer of Record, Engineer of Record's Controls Engineer/Designer

17.8 ESSENTIAL POWER
(Approximately 2 weeks prior to Substantial Completion)

(SEE POR SECTION 7.0)

A. PREREQUISITES

1. The Lessor shall provide four sets of latest power and lighting drawings (half size or 11" x 17") to the Tenant.
2. Prior to demonstration of building systems to the Tenant, the emergency power distribution system (including essential power, as defined in the POR) and the standby diesel generator shall be completely installed, field tested and operable per the POR.
3. This ensures that the required electrical and mechanical tests and demonstrations can be performed concurrently to minimize the overall time required for the demonstrations, runtime on the generator, fuel consumption, etc.

B. DEMONSTRATION/TEST

1. A demonstration of the automatic transfer switch to sequence all required connected loads from utility power feeds to the generator in the time required, and re-transfer of the required connected essential power loads from the generator back to utility power is required.
2. With the generator running, and the required connected loads transferred from utility power feeds to standby generator power, the rooms and areas within (and exterior to) the buildings throughout the facility and the site will be checked by the Tenant to ensure electrical power has been established to the required connected loads (i.e., essential power panels, equipment, lighting, receptacles, HVAC system components, security system components, PA speakers/controls, etc.) and those items are functioning properly.
3. The generator shall be demonstrated to provide power to the required life safety systems and equipment within (and exterior to) the office building, Annex, VSF, and parking structure, per the POR. This shall also include egress lighting, emergency night lighting, elevators, etc., where applicable.
4. The engineer's field tests shall include observation and testing of receptacles on essential power for proper color and circuit identification, power availability, lighting sensor operation, Public Address system volume controls, and security access controls (keypads, etc.)

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- C. **PARTICIPANTS:** Lessor's Commissioning Agent/Manufacturer's Representative, Tenant's Headquarters Engineer, FEDU/PM

17.9 LIGHTING CONTROL SYSTEM
(Approximately 2 weeks prior to Substantial Completion)

A. PREREQUISITES

1. The Lessor shall provide four sets of the latest lighting control drawings (half size or 11' x 17") to the Tenant to be used for the observation.
2. Installation of all lighting and lighting controls shall be complete.

B. DEMONSTRATION

1. The Lessor's factory authorized representative shall demonstrate that the complete lighting control system, including occupancy sensors, lighting control panels, photocell, manual switches, and override switches in the office building, Annex, VSF, parking structure and site lighting is functioning properly.
2. Demonstrate how the lighting control panel is capable of adjustment by the tenant.
3. Demonstrate how the daylight harvesting system automatically adjusts the output level while maintaining required lighting levels.
4. Validate the lighting levels in the Office Building, Annex, VSF, parking structure and site comply with the POR requirements.

- C. **PARTICIPANTS:** Tenant (FEDU/PM), GSA, and Lessor

17.10 PUBLIC ADDRESS (PA) SYSTEM
(Approximately 2 weeks prior to Substantial Completion)

A. PREREQUISITES

1. The Lessor shall provide 4 sets of the latest PA drawings (half size or 11" x 17") to the Tenant to be used for the observation.
2. The PA and telephone system installation shall be complete.

B. DEMONSTRATION

1. The Lessor or factory authorized representative shall demonstrate the public address system including speakers and volume controls are functioning free of noise and distortion.
2. Verify the location of the PA system volume controls are installed per the POR and the controls operate as required.
3. Validate the public address system accepts signal from the telephone system.
4. Confirm the sound levels have been adjusted to proper sound levels to meet occupancy conditions.

- C. **PARTICIPANTS:** Tenant (FEDU/PM), GSA and Lessor

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17.11 UNINTERRUPTABLE POWER SUPPLY (UPS)
(Approximately 2 weeks prior to Substantial Completion)

A. PREREQUISITES

1. A factory trained service representative shall provide initial startup and testing of the UPS and make any corrections needed to ensure that all functions, controls, indicators, sensors and protective devices are functioning properly prior to the Tenant test. A copy of the factory's start-up report shall be submitted to the Government in advance of the testing.

B. DEMONSTRATION/TEST

1. The Lessor or factory representative shall furnish the portable load bank and all necessary hookups, and fuel required to conduct the tests.
2. Fully load the system for one hour on the load bank to demonstrate that power, stability, voltage and frequency are within the acceptable tolerance range.
3. Demonstrate key bypasses are working properly.
4. Demonstrate battery back-up time meets the POR requirement.
5. After power is restored, confirm the battery is charging.
6. The Tenant will test and verify if outlets connected to the UPS are properly wired to the UPS and function without interruption.

C. PARTICIPANTS: Tenant's Headquarters Engineer, Lessor/Manufacturer Representative

17.12 BARRIER AND GATE TESTING
(Approximately 2 weeks prior to Substantial Completion)

(SEE POR SEC. 10.0)

A. PREREQUISITES

1. The Lessor shall provide a written certification to the Tenant stating that the operation of the barriers and gate is in conformance with the POR and that all portions of the system are complete, have undergone preliminary testing by the Lessor, and are ready for Tenant testing not less than 10 days prior to test date.
2. In addition, on the date of the test, the Lessor shall provide different types of vehicles (SUV, sedan, motorcycle and large van) for the testing of the barrier and gate system.

B. DEMONSTRATION/TEST

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1. The Lessor's controls contractor shall demonstrate the proper operation of the vehicle barrier and gate control panels located at the VSF, the SSE and from the master control panel in the Room 91 Operations Center. The vehicle barriers, gates and control panels shall be demonstrated to operate properly under normal and standby generator power.
2. The specific barrier test demonstrations are described below. Additional demonstrations may be requested based on site configuration.
3. Demonstrate the operation of master and slave panels.
4. Verify Hirsch system is working properly with the barrier system.
5. Operate four different vehicles in the normal mode. Review sequence and timing of the traffic light, gate, arm and barrier. Confirm that tailgating is not feasible.
6. Demonstrate that safety loop and safety edge on the gate are working.
7. Demonstrate auto reverse for the gate.
8. Operate in rush hour mode.
9. Operate in parade mode.
10. Demonstrate master control overrides the slave panel.
11. Demonstrate that EFO works properly.
12. Demonstrate that manual operation of hydraulic pumps works properly.
13. Demonstrate the barrier system works with the generator power.
14. Confirm snow melting system is operational (where applicable).
15. Demonstrate that audible alarms are working.
16. Demonstrate that the system will alarm and the gate will automatically close if a vehicle activates the Hirsch system and subsequently reverses, leaving the barrier/gate system open (in auto mode only).

C. PARTICIPANTS: Tenant (Headquarters Engineer, FEDU/PM), Lessor, Certified Manufacturer Representative

17.13 50% SECURITY OBSERVATION

A. Lessor shall coordinate 50% Security Observation with the Tenant Project Manager.

17.14 90% SECURITY OBSERVATION

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(Approximately 2 weeks prior to Substantial Completion)

A. PREREQUISITE

1. Lessor shall ensure that all items listed below are complete and operational, as applicable.

B. OBSERVATION

(b) (7)(F)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

C. PARTICIPANTS: Tenant (Security Division)

17.15 FIRE & LIFE SAFETY PUNCH

(Approximately 2 weeks prior to Substantial Completion)

A. PREREQUISITES

- 17.15.A.1 Ensure all fire and life safety systems are complete and have been accepted by the local jurisdiction's fire and life safety inspectors.

B. OBSERVATION/TESTING

(b) (7)(F)

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- 2.
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- 7.

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8. (b) (7)(F)

- C. PARTICIPANTS: Tenant (Occupational Safety and Environmental Protection (OSEP) or Facilities Engineering and Design Unit (FEDU))

17.16 ARCHITECTURAL PUNCH

(Approximately 2 weeks prior to Substantial Completion)

A. PREREQUISITES

1. All building and site work items not covered by previously listed observations are complete and operational.
2. All items identified on the current updated punch list have been corrected or addressed.

B. OBSERVATION:

1. Architectural items, e.g., doors, windows, finishes, millwork, site work, etc., and all items not covered by previously listed observations are observed.
2. Current updated punch list is checked to ensure all items are correctly addressed and compliant with the CD's and Lease documents, including the Offer, RLP, POR, and DID's.

C. PARTICIPANTS: Tenant (FEDU/PM/CM), GSA, and Lessor's Architect and GC.

17.17 FURNITURE INSTALLATION PUNCH

(Approximately 2 weeks prior to Substantial Completion)

A. PREREQUISITES

1. Furniture design drawings are reviewed by the Tenant's Furniture Program Manager to verify the furniture design meets the Agency's requirements.
2. Lessor shall ensure the furniture plans have been coordinated with the construction documents to ensure the furniture placement does not block any building components (electrical panels, thermostats, light switches, etc.) and that it correlates with the electrical, data and telephone outlets that service each furniture location, as applicable.

B. OBSERVATION

1. The Lessor's AE shall develop, maintain and distribute the punch list identifying any repairs or other work required on the furniture installation to ensure all furniture is in new, clean and undamaged condition.
2. Lessor shall be responsible for developing, maintaining and distributing the Furniture Punch List, which is separate and distinct from the Project's Punch List.

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3. Lessor shall replace all damaged items, or repair them to like new condition.

C. PARTICIPANTS: Tenant (FEDU/PM and Furniture Program POC), GSA and the Lessor

17.18 LESSOR PREPARATION FOR FINAL ACCEPTANCE

(Approximately 1 week prior to Substantial Completion)

A. PREREQUISITES

1. Lessor shall ensure the building and site are complete, systems are working properly, finishes are complete, and furniture installation is complete.
2. Lessor shall review all punch lists that have previously been developed (furniture and building/site) and combine the lists into one comprehensive list.

B. FINAL PUNCH LIST REVIEW

1. Lessor's AE and GC walk the buildings and site and verify and correct the remaining punch list items.
2. Lessor's A/E back checks all remaining open punch list items and develops final punch list, ensuring that only minor items remain that can be accomplished within 30 days after Substantial Completion

C. PARTICIPANTS: The Tenant's on-site representative(s), Lessor's A/E and GC

17.19 FINAL TENANT ACCEPTANCE (WEEK OF FINAL ACCEPTANCE)

A. PREREQUISITES:

1. Tenant receipt of written final punch list from Lessor.
2. All requirements listed in the Lease's definition of Substantial Completion are met

A. Substantial completion shall be defined in accordance with the AIA's definition as the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the contract documents so that it is available for occupancy or for its intended use by the Tenant. A Temporary Certificate of Occupancy (TCO) does not signify substantial completion.

B. In addition, the following conditions must be met and are required for substantial completion. Documentation indicated below must be submitted to the Contracting Officer.

1. The Architect's Certificate of Substantial Completion must be completed and signed. This document must include the punch list of deficiencies identified by the owner's project team and the Tenant.

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2. All building and security provisions must be complete and operational, including the entire perimeter vehicle barrier system.
 3. All fire and life safety provisions must be complete and operational.
 4. All building systems must be complete and operational.
 5. Each portion of the work must individually be substantially complete.
 6. All final inspections by local and state jurisdictions must have been performed and their approval given.
 7. All systems tests required by the lease must have been performed and the results accepted by the Tenant.
 8. An HVAC Test and Balance Report must be submitted and the results accepted by the Tenant.
 9. All interior spaces must be weather tight.
 10. An Occupancy Permit must have been issued.
 11. The Certificate of Occupancy and Fire Marshall acceptance must be documented and provided to the Tenant.
 12. The Lessor's Architect and Engineers shall provide a punch-list to the Tenant.
 13. Diesel generator and Building Automation System/Automatic Temperature Control Systems must have been completely tested and operational.
 14. Submit a schedule for the completion of the combined punch list.
3. Tenant receipt of executed copy of the AE's Certificate of Substantial Completion.
 4. Certificate of Occupancy issued by the local jurisdiction.
- B. FINAL TENANT WALK THRU:
1. Final Tenant walkthrough - comments on final punch list are closed, new comments are added, or modified.
 2. Tenant signs document with list of remaining punch list items.
- C. PARTICIPANTS: Tenant (FEDU/PM), GSA and Lessor's AE and GC

**17.20 POST-OCCUPANCY VERIFICATION AND ACCREDITATION
(Approximately 30 days after Acceptance)**

- A. Secure space approval and SCIF accreditation (PSU).

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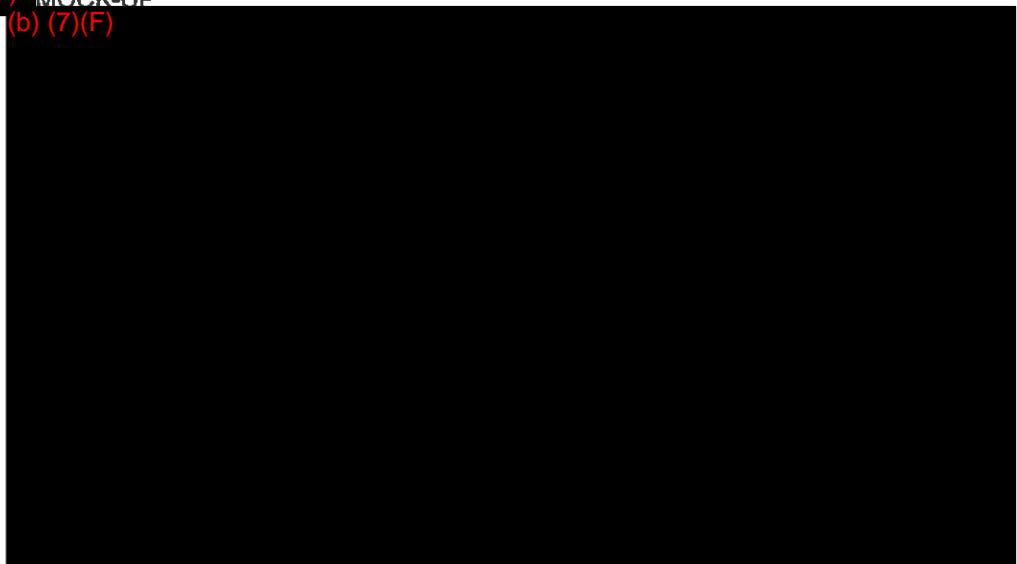
- B. Verification of final punch list completion.
- C. Verification of MEP post-occupancy operation.
 - 1. Perform visual observation of the mechanical system.
 - 2. Confirm any outstanding punch lists items are complete.
 - 3. Analyze BAS operation. Review BAS operating parameters.
 - 4. Interview building engineer and field office personnel for new issues.
 - 5. Perform visual observation of the spaces.
 - 6. Recommend adjustments due to change in room functions, improper design of the mechanical system (load calculation), or malfunctions.
 - 7. Perform additional tests if needed.

17.21 MOCK-UP REQUIREMENTS

All mock-ups are to be scheduled by the Lessor to be ready for inspection by the Government team during the regular monthly construction meetings. The Mock-up should be constructed as a portion of the finished work so it should coincide with the upcoming construction schedule. No work represented by the mock-up shall proceed until it can be inspected by the Government and approved. The Government must be informed of scheduled mock-up reviews at least two weeks prior to the next construction meeting. It should also be part of the agenda for the upcoming construction meeting.

A. (b) (7) MOCK-UP
1. (b) (7)(F)

2.



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B. ADDITIONAL MOCK-UPS

1. (b) (7)(F)

2.

C. PARTICIPANTS: Lessor's GC, Lessor's A&E, GSA, Tenant and Tenant's Headquarters

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**18.0 APPENDIX 5: FURNITURE SPECIFICATION GUIDE FOR FIELD
OFFICES (Provided Upon Lease Award)**

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**19.0 APPENDIX 6: NETWORK DATA CABLING INSTALLATION DESIGN
PLAN (IDP) REFERENCE DRAWINGS (Provided Upon Lease
Award)**

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Appendix 7 – Consolidated Construction Security Plan (C2SP)

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Chapter A – Executive Summary

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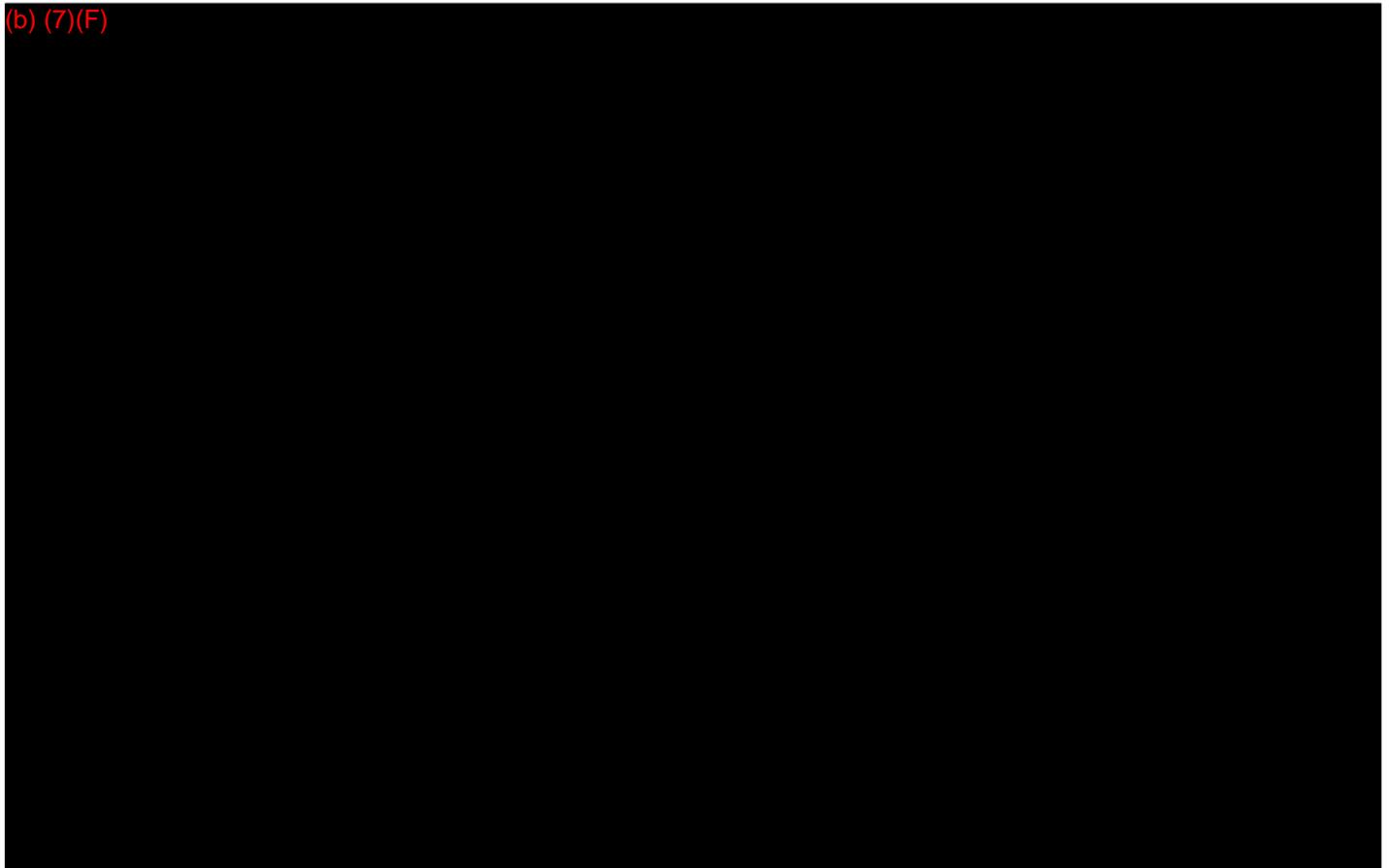
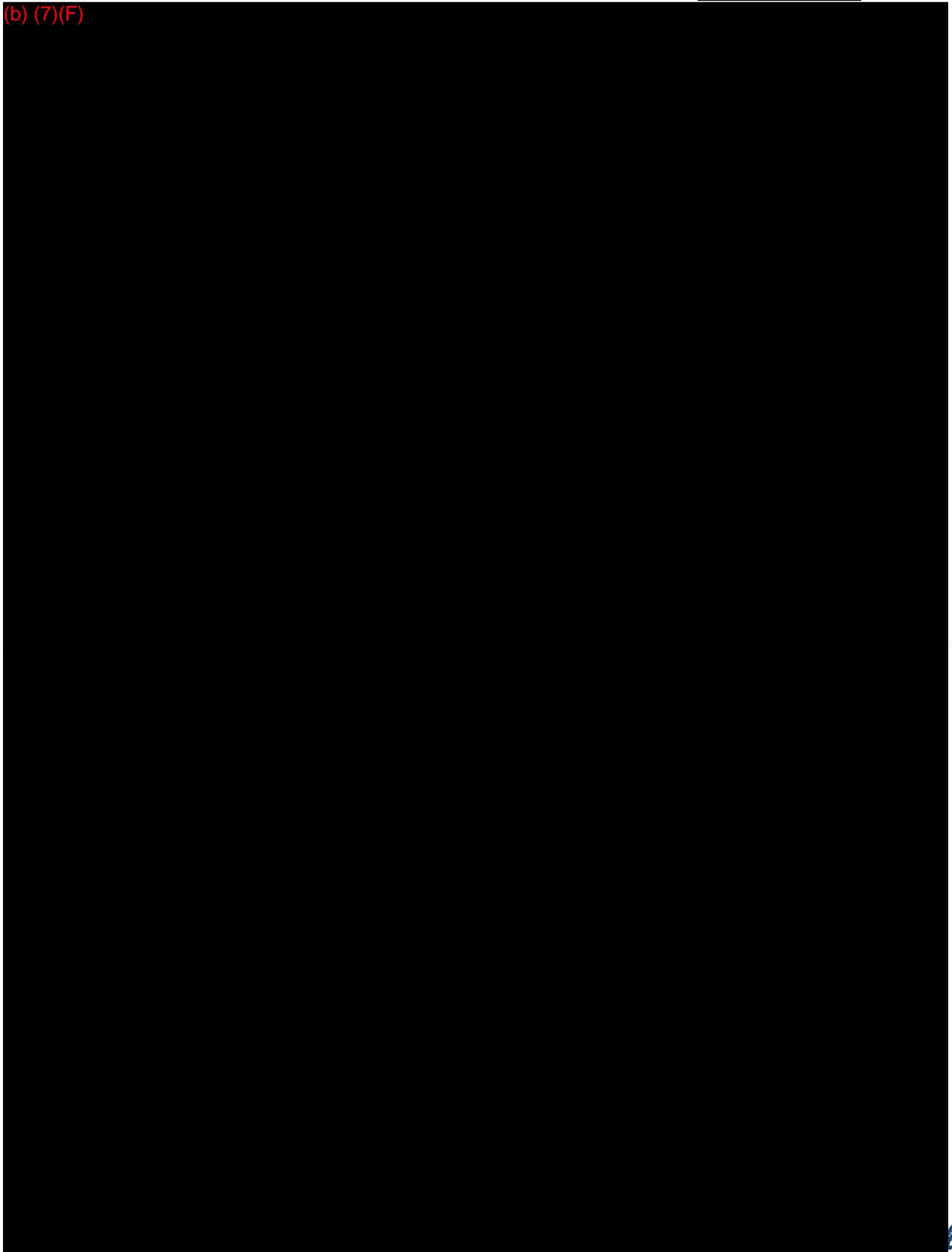


EXHIBIT E

SECURITY REQUIREMENTS - FACILITY SECURITY^{(b) (7)(F)}

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EXHIBIT F

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52.203-7	(b) (7)(F) [REDACTED]
	26	52.223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
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The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLetting AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

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4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

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LESSOR GOVERNMENT

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 20126)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenantable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within 60 days of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against

it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

This clause is incorporated by reference.

19. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

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(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register

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semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

- (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and
- (iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

21. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such

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plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: (1+CAF) x Rate per RSF = Reduction in Annual Rent

**22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
(JUL 2013)**

This clause is incorporated by reference.

23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)
(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)
(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a *Government employee* or *officer* to give consideration or to act regarding a *Government contract* on any basis other than the merits of the matter.

25. 52.203-7 (b) (7)(F) (MAY 2014)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

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26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
- (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
GSA Office of Inspector General "FRAUDNET HOTLINE"	Contracting Officer

(Contracting Officer shall insert—

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
- (ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

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(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

- (1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;
- (2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or
- (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$750,000.)
This clause is incorporated by reference.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

- (1) Material quantities and unit costs;
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed);
- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

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34. 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

35. 52.222-26 EQUAL OPPORTUNITY (APR 2015)

This clause is incorporated by reference.

36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(Applicable to leases \$150,000 or more, total contract value.)

(a) Definitions. As used in this clause—

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(Applicable to leases over \$15,000 total contract value.)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

(Applicable to leases \$150,000 or more, total contract value.)

This clause is incorporated by reference.

- 41. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)**
(Applicable to leases over \$35,000 total contract value.)
This clause is incorporated by reference.
- 42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)**
(Applicable if over \$750,000 total contract value.)
This clause is incorporated by reference.
- 43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNs (OCT 2014)**
(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.
- 44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015)**
(Applicable to leases over \$700,000 total contract value.)
This clause is incorporated by reference.
- 45. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**
(Applicable to leases over \$700,000 total contract value.)
This clause is incorporated by reference.
- 46. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)**
(Applicable if over \$30,000 total contract value.)
This clause is incorporated by reference.
- 47. 552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005), ALTERNATE I (SEP 1999)**
(Applicable if over \$700,000 total contract value.)
This clause is incorporated by reference.

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EXHIBIT G

SEISMIC FORM C

BUILDING RETROFIT OR NEW CONSTRUCTION PREAWARD COMMITMENT

PART 1

PREAWARD COMMITMENT TO RETROFIT BUILDING:

Date: _____

This affirms that _____ shall serve as the engineer in charge of the seismic retrofit of the building located at _____. The retrofit must be designed to meet the **Basic Safety Objective**, as set forth in ASCE/SEI 41 Seismic Rehabilitation of Existing Buildings.

In accordance with the requirements of this Standard and the seismic paragraph in the Request for Lease Proposals (RLP), our offer includes a commitment to retrofit the building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41. The offer includes a Tier 1 report with all supporting documents, a narrative explaining the process, scope of renovations, and a schedule for the seismic retrofit. Documentation shall be provided before award that demonstrates the seismic retrofit will meet the seismic standards and be completed within the time frame required.

PART 2

PREAWARD COMMITMENT TO CONSTRUCT A NEW BUILDING:

Date: January 27, 2020 **REVISED** 1/28/2020

This affirms that PES Structural Engineers, Inc. will serve as the engineer in charge of the structural design of the building located at Caughman Farm Ln, Lexington, SC. The criteria for design must be the 2018 edition of the 2018 International (ASCE 7-16) building code.

In accordance with the requirements of this code, we prepared a quality assurance plan that included requirements for testing and inspecting critical elements of the structure and also periodic observation by our staff. We reviewed special inspection and testing reports prepared by the inspection agency and contractor submittals. On the basis of this, and to the extent permitted by this level of construction surveillance, it is my opinion that the Building will be designed and constructed in conformance with the requirements of the above code.

The building has the following characteristics:

Building Type: S4	Building Height: (+/-)30 ft	Approx. Area: 80,000 sf
Building Design Code: IBC 2018 & ASCE 7-16	Year of Design Code: 2018	Year of Construction: Est. 2020/2021

(b) (6)

JOHN W. BRASWELL - Rooker Properties LLC

OFFEROR

SIO

NAME OF SIGNER

Michael B. Planter, PE, SECB



EXHIBIT H

"General Decision Number: SC20190033 04/19/2019

Superseded General Decision Number: SC20180040

State: South Carolina

Construction Type: Building

Counties: Calhoun, Fairfield, Lexington and Saluda Counties
in South Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR

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5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	04/19/2019

ELEC0776-002 03/01/2018

Rates	Fringes
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ELECTRICIAN.....\$ 26.17 11.28

Work more than 40 ft. above the ground on or from swinging scaffolds, boson chairs, or raw structural steel: \$1.00 per hour additional.

* PLUM0421-005 07/01/2018

Rates	Fringes
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PIPEFITTER.....\$ 28.00 12.01

SUSC2011-029 08/31/2011

Rates	Fringes
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BRICKLAYER.....\$ 18.00 0.00

CARPENTER (Drywall Hanging Only).....\$ 16.32 1.50

CARPENTER (Form Work Only).....\$ 13.83 4.69

CARPENTER, Excludes Drywall Hanging, and Form Work.....\$ 15.57 4.66

CEMENT MASON/CONCRETE FINISHER...\$ 15.29 0.00

GLAZIER.....\$ 18.41 0.00

HVAC MECHANIC (HVAC Duct

Installation Only).....\$ 19.71 1.93

LABORER: Common or General.....\$ 10.33 0.00

LABORER: Landscape.....\$ 9.45 0.49

LABORER: Mason

Tender-Brick/Concrete/Cement/S

tone.....\$ 11.00 0.00

LABORER: Pipelayer.....\$ 14.69 2.08

OPERATOR:

Backhoe/Excavator/Trackhoe.....\$ 16.81 2.67

OPERATOR: Bulldozer.....\$ 17.07 2.65

OPERATOR: Crane.....\$ 19.39 2.02

OPERATOR: Grader/Blade.....\$ 17.50 1.78

OPERATOR: Loader.....\$ 14.18 1.99

PAINTER: Brush, Roller and

Spray.....\$ 12.24 0.00

PLUMBER.....\$ 16.86 0.95

ROOFER.....\$ 12.21 0.00

TRUCK DRIVER.....\$ 14.05 3.18

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

gmp
COT

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or

""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010
08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

EXHIBIT I

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Acquisitions of Leasehold Interests in Real Property)

Complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee. The Offeror makes the following additional Representations.

NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

- (a) *Definitions.* As used in this clause-
“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) *Representation.* The Contractor shall notify the Contracting Officer if it ~~X~~ will or [] will not [Contractor to complete] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.
- (d) *Disclosures.* If the Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Contractor shall provide the following additional information to the Contracting Officer-
 - (1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
 - (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

LESSOR:  GOVERNMENT: 

- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	(b) (6)	TELEPHONE NUMBER
		2/81/2020
	Signature	Date
		10/3/19

LESSOR: bob GOVERNMENT: 24

EXHIBIT J

Attachment 2

General Clause Addendum to the Lease FAR 52.204-25 and GSAR 552.204-70

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) Definitions. As used in this clause—

"Covered foreign country" means The People's Republic of China.

"Covered telecommunications equipment or services" means —

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

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JWB
LESSOR:
GOVERNMENT: *DA*

General Clause Addendum
(08/19)

- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018.

"Substantial or essential component" means any component necessary for the proper function or full performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining or extending or renewing a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2X04.

(c) Exceptions. This clause does not prohibit contractors from providing-

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

[Signature]
LESSOR: gpb
GOVERNMENT: 824

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and similar contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS
AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

Dub *Dub*
LESSOR: _____ GOVERNMENT: *CPH*

General Clause Addendum
(08/19)

(a) *Definitions.* As used in this clause-

"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror or Contractor represents that it [] will or will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures.* If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

- (1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

LESSOR: gub
GOVERNMENT: 04

Attachment 2

(End of clause)


LESSOR: John
GOVERNMENT: 8/19

General Clause Addendum
(08/19)



EXHIBIT K

GSA Southeast Sunbelt Region

April 10, 2019

**Amendment Number 1
to Request for Lease Proposal 6SC0041
Columbia, SC**

This amendment is being issued to replace RLP Exhibit B.

1. Exhibit B to the RLP dated October 18, 2018 is hereby deleted in its entirety and replaced with the attached Exhibit B dated March 25, 2019.

A signed copy of this Amendment is required to be returned with your Initial Offer for this project when submitted (email is acceptable).

RECEIPT OF AMENDMENT NO. 1
IS HEREBY ACKNOWLEDGED:

(b) (7)(F)


OFFEROR'S SIGNATURE:

6-05-19
DATE:

jub *SPY*

April 24, 2019

**Amendment Number 2
to Request for Lease Proposal 6SC0041
Columbia, SC**

This Amendment is being issued to modify the timeframes outlined in Request for Lease Proposal (RLP) **6SC0041 Exhibit A: Lease No. GS-04P-LSC00874 (Form L100)**.

Section 4.01 of Exhibit A: Lease No. GS-04P-LSC00874 (Form L100), is deleted in its entirety and *replaced* as follows:

"4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2017)"

Design and construction activities for the Space shall commence upon Lease award.

A. Design Intent Drawing (DID) Workshop: In conjunction with the Government, the Lessor shall commit as part of shell costs to a **4-day DID workshop tentatively scheduled to begin 20 Working Days after Award** at the office of the Lessor's architect or an alternate location agreed to by the Government. The architect will provide full design services so that the DIDs can be completed during this conference.

B. DIDs. For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). A full DID set must include the following elements:

Level 1 (included in shell rent):

1. Cover Sheet;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Power/Communication (Electrical) Plan;
5. Furniture Plan; and
6. Finish Plan.

Level 2 (reimbursable):

After Lease Award, the Government may request the Lessor to submit a separate price proposal to provide Level 2 DIDs in addition to the Level 1 DIDs which are already priced as part of the shell rent. If requested, Level 2 DIDs must include the following Level 2 elements:

1. Reflected Ceiling Plan;
2. Interior Elevations;
3. Interior Sections;
4. Partition Type/ Section Plan; and
5. Door/Hardware Schedule

At the DID workshop, the Lessor shall provide a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications

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set forth elsewhere in this Lease. The finish options shall be approved by the Government at the DID workshop. The Lessor may not make any substitutions after the finish option is selected.

C. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease and the client agency build-out requirements as they apply to the Space. The Government will provide formal approval of DIDs in writing **90** Working Days from the conclusion of the DID workshop.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than **140** Working Days following the approval of DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within **10** Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have **15** Working Days to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within **15** Working Days following the end of the Government CD review period.

G. The Lessor's preparation and submission of the BSAC price proposal: The Lessor shall prepare and submit a complete BSAC price proposal in accordance with this Lease within **15** Working Days following the end of the Government CD review period.

H. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within **20** Working Days following the submission of the TI and BSAC price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **180** Working days following issuance of NTP."

A signed copy of this Amendment is required to be returned with your Initial Offer for this project when submitted (email is acceptable).

RECEIPT OF AMENDMENT NO. 2
IS HEREBY ACKNOWLEDGED:

(b) (6)

OFFEROR'S SIGNATURE:

06-05-2019
DATE:

mb *SL*

May 16, 2019

**Amendment Number 3
to Request for Lease Proposal (RLP) 6SC0041
Columbia, SC**

This Amendment is being issued to modify the subject RLP as follows:

1. The due date on the cover page to RLP 6SC0041 and the corresponding dates in RLP Paragraph 3.02.B. are hereby changed to June 7, 2019. On or before the due date, one (1) hard copy of the entire offer must be delivered to:

Quo Vadis Hopkins
Leasing Division
77 Forsyth Street
Atlanta, GA 30303

Five (5) hard copies should be delivered to:

Erik Weiss
GSA Broker Contractor
3424 Peachtree Road
Suite 2100
Atlanta, GA 30326

An electronic submittal to Erik Weiss, Kelly Winn, and Quo Vadis Hopkins is also required by the due date.

2. RLP Paragraph 1.02 is hereby deleted in its entirety and replaced as follows:

"1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2016)

A. The Government is seeking a minimum of 77,874 to a maximum of 77,874 of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Office Area (ABOA) square feet (SF) of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards.

B. The Space shall be located in a modern quality Building of sound and substantial construction with a facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition and acceptable to the LCO. If not a new Building, the Space offered shall be in a Building that has undergone, or will complete by occupancy, modernization or adaptive reuse for the Space with modern conveniences.

C. The Government requires 150 structured/inside parking spaces and 15 surface/outside parking spaces, reserved for the exclusive use of the Government. The 150 structured/inside spaces will be inside the secure fence; the 15 surface/outside spaces will be outside the secure fence in close proximity to Visitor Screening Facility. These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror shall include the cost of this parking as part of the rental consideration. The 165 total spaces outlined in this Section are to be considered a portion of the code-required on-site parking spaces (or the 3/1,000 SF) required elsewhere in this RLP, not in addition to them.

D. As part of the rental consideration, the Government may require use of part of the Building roof for the installation of antenna(s). If antenna space is required, specifications regarding the type of antenna(s) and mounting requirements are included in the agency requirements information provided with this RLP.

E. Approximately 250 ABOA SF will be used for the operation of a vending facility under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending

[Signature]

facilities and will control and receive income from all automatic vending machines. Offeror shall provide necessary utilities and make related alterations. The cost of the improvements is part of Tenant Improvement (TI) costs. The Government will not compete with other facilities having exclusive rights in the Building. The Offeror shall advise the Government if such rights exist.

F. The lease term shall be 20 Years, 20 Years Firm. This Lease may be renewed at the option of the Government for 1, 10-year, 5-year firm term with Government termination rights, in whole or in parts, effective at any time after the 5-year firm term renewal period by providing not less than 60 days' prior written notice. The Government reserves the right in the Lease to not include an option, or to reduce the length of an option, if inclusion of the option would cause the Lease to score as a capital lease, in accordance with the Budget Scorekeeping Operating Lease Treatment paragraph of this RLP. Should the Government make the determination to modify the term or option(s), an amendment to the RLP will be issued.

G. The Lease Term Commencement Date will be on or about 12-20-2020, or upon acceptance of the Space, whichever is later."

3. RLP Paragraph 1.04.A. is hereby deleted in its entirety and replaced as follows:

"A. The 150 structured/inside spaces above must either be in a deck, or covered with a canopy or similar system that allows covered access for pedestrians into the building."

4. RLP Paragraph 3.03.B. is hereby deleted in its entirety and replaced as follows:

"B. GSA Form 1364, Proposal to Lease Space. Complete all sections of the 1364, including, but not limited to:

1. *A fully serviced Lease rate (gross rate) per ABOA and RSF, clearly itemizing the total Building shell rental, TI rate, Building Specific Amortized Capital (BSAC) rate, operating costs, and parking (itemizing all costs of parking above base local code requirements or otherwise already included in shell rent).*
2. *Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This Building shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs and BSAC), insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area buildout, including base Building lobbies, common areas, core areas, etc., exclusive of the ABOA Space offered as required in this RLP.*
3. *The annual cost per ABOA and rentable square foot (RSF) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively.*
4. *The annual rent to amortize the Tenant Improvements. Such amortization shall be expressed as a cost per ABOA and RSF per year. This shall be all alterations for the Space above the Building shell and BSAC build-out. Such alterations shall be described and identified in the drawings used to construct the Space. If the Offeror chooses to amortize the TI for a period exceeding the Firm Term of the Lease, the Offeror shall indicate the extended time in the offer. If the Government terminates the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized TI costs resulting from an extended amortization period.*
5. *The annual rent to amortize the Building Specific Amortized Capital (BSAC) costs, if any. Such amortization shall be expressed as a rate per ABOA and RSF per year. Refer to the security requirements attached to the Lease.*
6. *A shell rate per ABOA and RSF for that portion of the lease term extending beyond the Firm Term. The rate proposed for this portion of the term shall not reflect any TIs or BSAC as they will have been fully amortized over the Firm Term.*
7. *An hourly overtime rate for overtime use of heating and cooling, and, if applicable, Adjustment for Reduced Services. NOTE: Refer to the Lease document for additional guidance.*
8. *Adjustment for Vacant Leased Premises. NOTE: Refer to the Lease document for additional guidance.*
9. *Lessor's Fees to complete Tenant Improvements. Provide a listing of proposed (i) Lessor's Project Management fee and (ii) Lessor's A/E design costs to prepare construction documents, to complete the Tenant Improvements. State the basis for determining each component, (e.g. flat fee, cost per ABOA SF, etc.). State any assumptions used to compute the dollar costs for each fee component.*
10. *Rent concessions being offered. Indicate either on the GSA Form 1364 Proposal to Lease Space or in separate correspondence.*

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11. Compensation (expressed as either % or \$) to Offeror's broker and/or representative arising from an agreement between the Offeror and the Offeror's representative, agent(s), broker(s), property manager, developer, employee, or any other agent or representative in connection with the Lease contemplated herein shall be entered in block 25.b., and if GSA is using a Tenant Representative Broker, compensation (expressed as either % or \$) to GSA's Broker reflecting the agreement between Offeror and GSA's Broker, shall be entered in block 25.a."

5. RLP paragraph 4.04 is hereby deleted in its entirety and replaced as follows:

"4.04 OTHER AWARD FACTORS (OCT 2016)

- A. The Lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP package and will be most advantageous to the Government, price and technical award factors listed below considered. The best value tradeoff process permits tradeoffs among price and technical factors, allowing the Government to make an award to other than the lowest priced Offeror or other than the highest technically rated Offeror.
- B. The combination of factors below is approximately equal in importance to price. As proposals become more equal in price, their technical merit becomes more important. Likewise, as technical factors become more equalized, price becomes the most important component.
- C. The following award factor(s) will be considered:

Technical Evaluation Factors:

The technical evaluation factors for this procurement are listed below in descending order of importance. Technical evaluation factors, when combined, are approximately equal to cost or price.

EVALUATION FACTOR	WEIGHT
1. Location and Security Criteria	20%
2. Facility Schematic Design/Building Systems	20%
3. Design Approach – Building Quality	20%
4. Development Team Experience	15%
5. Development Team Past Performance	15%
6. Operations and Maintenance and Management Plan	10%

- D. If after completion of the Price Evaluation, award is proposed to a non-small business Offeror, and there exists as part of the procurement another technically acceptable proposal submitted by a responsible Offeror that is a qualified HUBZone small business concern (SBC) which has not waived its entitlement to a price evaluation preference, the evaluated price of the non-small business Offeror's proposal shall be increased by ten (10) percent, solely for the purpose of determining whether award should be made to the HUBZone SBC Offeror. In such a case, the proposals of the apparently successful non-small business Offeror and the HUBZone SBC Offeror shall be considered in accordance with the evaluation factors and the applied price preference, and award made to the offer determined to be most advantageous to the Government. The LCO shall document his/her application of the price preference and further consideration of the offers under this sub-paragraph.
- E. If an offer contains terms taking exception to or modifying any Lease provision, the Government will not be under any obligation to award a Lease in response to that offer."

6. RLP Paragraph 4.07.4.11. is hereby added as follows:

"11. The Government reserves the right to use other Government data available in its assessment of offerors or past performance information may be sourced from any combination of the offeror's submitted references, or Government past performance databases."

- 7. To clarify, a Security Unit Price List is not a required submittal for this RLP. The corresponding reference will be removed from Exhibit A when Section 1 of the lease is drafted for the final awardee.
- 8. RLP Exhibit H - GSA Form 12000 as referenced in RLP Paragraph 1.06 is hereby deleted and replaced with the attached Exhibit H.
- 9. RLP Section 4: Where referenced, all narrative submittals should be no more than two (2) pages single-spaced with 1-inch margins on 8.5" X 11" paper.



10. Please use the attached Past Performance Reference Check in response to RLP Paragraph 4.07.4.10. The completed Reference Check form should be sent by the reference, directly to Erik.weiss@gsa.gov and Kelly.winn@gsa.gov on or before the initial offer deadline.

11. RLP Exhibit A, Paragraph 4.13 is hereby deleted in its entirety and replaced as follows:

"4.13 LIQUIDATED DAMAGES (JUN 2012)

In case of failure on the part of the Lessor to complete the work within the time fixed in the Lease, the Lessor shall pay the Government all actual damages incurred by the Government for the time-period that delivery is delayed beyond the date specified for delivery of all the Space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this Lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay."

12. RLP Exhibit B – Agency Requirements, Appendix 3 UNIT PRICE MATRIX is hereby deleted in its entirety. As a result, RLP Exhibit B, Paragraph 1.2.F. and Section 11 - RATIO BASED REQUIREMENTS are hereby deleted in its entirety.

13. Please use the attached Specialty Vehicle Matrix referenced in RLP Exhibit B, Paragraph 4.6 – PARKING.

14. RLP Exhibit B, Paragraph 7.14.K. is hereby deleted in its entirety and replaced as follows:

"K. Provide tank full of diesel fuel prior to turning the project over to the Tenant, as well as all of the fuel required for testing the system. In accordance with Paragraph 7.14.H. above, Lessor shall be responsible for maintaining a full fuel tank for the duration of the Lease Term and any extensions."

15. RLP Exhibit B, Paragraph 12.04.A. is hereby deleted in its entirety and replaced as follows:

"A. The Lessor shall provide, a minimum of 100KVA 3 Phase UPS. Unit shall be UL listed under 1778 and IEC 1000 (601) Level 4. Manufacturer shall be ISO 9001 certified. Continuous power rating shall be 100KVA @ .8 power factor. Static bypass 100% rated bypass switch shall be provided. Battery shall be rated for 4 minutes @ full load. Electrical engineer shall coordinate weight of UPS with building structural engineer. The UPS shall be located in a utility room located adjacent to the room 100. Coordinate the size of the utility room to accommodate the size of the UPS and the HVAC equipment."

16. As a general clarification, all site work regardless of where in the RLP it is referenced, should be included by the offeror in its offered Shell rental rate.

17. As a general clarification, the GSA Form 3518 is no longer a required submittal. Please refer to Section 3.06.H. of the RLP for instructions on how to register the offering entity at [HTTPS://WWW.ACQUISITION.GOV](https://www.acquisition.gov).

18. In accordance with RLP Section 2.11, the LCO hereby requires an ESA Phase 1 be submitted on or before July 12, 2019.

A signed copy of this Amendment is required to be returned with your Initial Offer for this project when submitted (email is acceptable).

RECEIPT OF AMENDMENT NO. 3
IS HEREBY ACKNOWLEDGED:

(b) (6)

OFFEROR'S SIGNATURE:

06-05-2019

DATE:

jub *Q*

September 20, 2019

**Amendment Number 4
to Request for Lease Proposal (RLP) 6SC0041
Columbia, SC**

This Amendment is being issued to modify the subject RLP as follows:

1. RLP Paragraph 1.02.F. (as amended by RLP Amendment #3) is hereby deleted in its entirety and replaced as follows:

"F. The lease term shall be 20 Years, 20 Years Firm. This Lease may be renewed at the option of the Government for 1, 5-year, 5-year firm term. The Government reserves the right in the Lease to not include an option, or to reduce the length of an option, if inclusion of the option would cause the Lease to score as a capital lease, in accordance with the Budget Scorekeeping Operating Lease Treatment paragraph of this RLP. Should the Government make the determination to modify the term or option(s), an amendment to the RLP will be issued."

2. Attachment 1 – Section 889 Representation (attached) is hereby added to RLP Paragraph 1.06 as Exhibit D.1 as a required submittal with your offer.
3. Attachment 2 – General Clause Addendum – Section 889 (attached) is hereby added to RLP Paragraph 1.06 as Exhibit E.1 as a required submittal with your offer.

A signed copy of this Amendment is required to be returned with your Initial Offer for this project when submitted (email is acceptable).

RECEIPT OF AMENDMENT NO. 4
IS HEREBY ACKNOWLEDGED:

(b) (6)

~~OFFEROR'S SIGNATURE:~~

10/3/2019

DATE:

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Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Acquisitions of Leasehold Interests in Real Property)

Complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee. The Offeror makes the following additional Representations.
NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

- (a) *Definitions.* As used in this clause-
“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) *Representation.* The Contractor shall notify the Contracting Officer if it [] will or [] will not [Contractor to complete] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.
- (d) *Disclosures.* If the Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Contractor shall provide the following additional information to the Contracting Officer-
 - (1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
 - (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

LESSOR: _____ GOVERNMENT: _____

[Signature]

Representation Regarding Certain
Telecommunications and Video
Surveillance Services or Equipment
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Page 1

[Signature]

- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	Signature	Date

LESSOR: _____ GOVERNMENT: _____
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Representation Regarding Certain
Telecommunications and Video
Surveillance Services or Equipment
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Page 2
JMB

General Clause Addendum to the Lease
FAR 52.204-25 and GSAR 552.204-70

**52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
(AUG 2019)**

(a) Definitions. As used in this clause—

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means –

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

LESSOR: _____
GOVERNMENT: _____

General Clause Addendum
(08/19)

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- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018.

"Substantial or essential component" means any component necessary for the proper function or full performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining or extending or renewing a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2X04.

(c) Exceptions. This clause does not prohibit contractors from providing-

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

LESSOR: _____
GOVERNMENT: _____

General Clause Addendum
(08/19)

[Signature]

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and similar contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS
AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

LESSOR: _____
GOVERNMENT: _____

General Clause Addendum
(08/19)

[Signature] *nx*

(a) *Definitions.* As used in this clause-

"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror or Contractor represents that it [] will or [] will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures.* If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

- (1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

LESSOR: _____
GOVERNMENT: _____

General Clause Addendum
(08/19)

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Attachment 2

(End of clause)

LESSOR: _____
GOVERNMENT: _____

General Clause Addendum
(08/19)

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